

File Date: 1-31-08

Case No: 07cv 6132

ATTACHMENT #

EXHIBIT 11

TAB (DESCRIPTION)

**Exhibit 11**

**Jill Schmidt Deposition Excerpts**

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

JOSE ANDREU,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 07 C 0473
	)	
UNITED PARCEL SERVICE, INC.,	)	
	)	
Defendant.	)	

The deposition of JILL SCHMIDT, called by the Plaintiff for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before MARGARET R. BEDDARD, a Notary Public within and for the County of Kane, State of Illinois, and a Certified Shorthand Reporter of said state, at Suite 850, 29 South LaSalle Street, Chicago, Illinois, on the 31st day of July, A.D. 2007, at 12:14 p.m.

Page 2

1 PRESENT;  
 2 THE COFFEY LAW OFFICE, P.C.,  
 3 (1403 East Forest Avenue,  
 4 Wheaton, Illinois 60187),  
 5 BY: MR. TIMOTHY J. COFFEY,  
 6  
 7 appeared on behalf of the Plaintiff;  
 8  
 9 QUARLES & BRADY, LLP,  
 10 (500 West Madison Street, Suite 3700,  
 11 Chicago, Illinois 60661),  
 12 BY: MR. D. SCOTT WATSON,  
 13  
 14 appeared on behalf of the Defendant.  
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11 REPORTED BY MARGARET R. BEDDARD, CSR.  
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Page 3

1 INDEX  
 2 WITNESS EXAMINATION  
 3 JILL SCHMIDT  
 4 By Mr. Coffey 4, 60  
 5 By Mr. Watson 59  
 6  
 7  
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 9

10 EXHIBITS  
 11 NUMBER MARKED FOR ID  
 12 Schmidt Deposition Exhibit  
 13 No. 1 22  
 14 No. 2 31  
 15 No. 3 35  
 16 No. 4 36  
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 18  
 19  
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1 (WHEREUPON, the witness was duly  
 2 sworn.)  
 3 JILL SCHMIDT,  
 4 called as a witness herein, having been first duly  
 5 sworn, was examined and testified as follows:  
 6 EXAMINATION  
 7 BY MR. COFFEY:  
 8 Q. Ms. Schmidt, my name is Tim Coffey. I'm an  
 9 attorney for Jose Andreu. He's a former employee of  
 10 UPS, and he's brought a lawsuit against UPS.  
 11 I believe you worked for UPS, correct?  
 12 A. That is correct.  
 13 Q. Have you ever given your deposition before?  
 14 A. No.  
 15 Q. Have you ever had any type of -- given any  
 16 type of sworn testimony? Court perhaps?  
 17 A. No.  
 18 Q. I am going to be asking you a series of  
 19 questions, and you are sworn under oath to give  
 20 honest answers.  
 21 Do you understand that?  
 22 A. Yes.  
 23 Q. And Peggy is going to be taking down  
 24 everything we say, my questions followed by your

Page 5

1 answers. So if you have any misunderstanding or  
 2 confusion with respect to any of my questions, please  
 3 stop me and ask me to repeat. Okay?  
 4 A. Okay.  
 5 Q. And I will try to restate till you  
 6 understand it. Okay?  
 7 A. Sure.  
 8 Q. If you do not do that, the record will  
 9 simply read the question followed by the answer with  
 10 no indication that you had any sense of confusion.  
 11 Okay?  
 12 A. Okay.  
 13 Q. If you need to for any reason take a break,  
 14 just let us know and we'll take a break. Okay?  
 15 A. Thank you.  
 16 Q. You're presently employed by UPS, correct?  
 17 A. Yes.  
 18 Q. And in what position are you employed now?  
 19 A. I'm safety supervisor.  
 20 Q. And how long have you been safety  
 21 supervisor?  
 22 A. Approximately four years.  
 23 Q. And what were you before safety supervisor?  
 24 A. I was an OMS.

2 (Pages 2 to 5)

Page 14

1 A. I have to make sure that all of our  
2 employees receive their annual compliance training.  
3 Some of that training I do. Some of it I just make  
4 sure that it is done, and I submit rosters to that  
5 effect.  
6 Q. So every employee has to go through some  
7 sort of annual training?  
8 A. Correct.  
9 Q. What does that involve, the annual  
10 training?  
11 A. Every employee is required to have one hour  
12 hazardous material training. They have to have  
13 annual conveyer securing training. They have to have  
14 yard control training.  
15 Q. Okay. So that's an annual requirement, so  
16 to speak?  
17 A. Annual requirements, correct.  
18 Q. And that was back in '05, correct?  
19 A. Yes.  
20 Q. Any issues, concerns, problems with respect  
21 to Mr. Andreu and his training that you're aware of?  
22 A. No.  
23 Q. What about investigating accidents and  
24 injuries? You say that's part of your job as safety

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1 supervisor. What do you do with respect to that?  
2 A. If an employee's been involved in an  
3 accident or injury, I have to follow up with the  
4 employee and get the information on it, the details,  
5 complete an investigation report, make sure that  
6 follow-up training is done, give them an online  
7 assessment test, and submit all of that to HR so that  
8 it's recorded.  
9 Q. An online what?  
10 A. Assessment test.  
11 Q. So those various things, that was the case  
12 back in early '05 in your position as safety  
13 supervisor?  
14 A. Yes.  
15 Q. Each one of those?  
16 A. Yes.  
17 Q. Okay. In other words, there's nothing new  
18 in that list since '05?  
19 A. No.  
20 Q. With respect to Mr. Andreu, did you have  
21 any communications with him after he reported his  
22 January 24, '05, injury?  
23 A. After he reported?  
24 Q. At the time he reported. Whenever your

Page 16

1 conversations were.  
2 A. He called in the injury. I spoke to him on  
3 the phone. I asked him the details of the injury,  
4 what had happened, if he was, you know, okay, safe to  
5 work. And then I trained him on-road the day that he  
6 returned to work.  
7 Q. So the day he -- You actually had a  
8 telephone conversation with him when he calls in his  
9 injury?  
10 A. Yes.  
11 Q. Do you receive that call -- Did you receive  
12 that call?  
13 A. You mean, did I pick up the phone and  
14 answer it?  
15 Q. Sure.  
16 A. No. Someone told me he was on the line and  
17 asked for me.  
18 Q. Do you know what day this would have been  
19 that he's calling in the injury? Is this the day the  
20 injury happened?  
21 A. Yes.  
22 Q. Do you know what time -- how much time had  
23 elapsed between the injury actually occurring and you  
24 speaking on the phone with him?

Page 17

1 A. I can't be certain about how much time  
2 elapsed.  
3 Q. Are we talking about minutes? Hours?  
4 Days?  
5 A. Oh, no. Minutes. Within the hour. He  
6 called me within the hour of the time he was injured.  
7 Q. And what does he say to you and what do you  
8 say to him in this telephone conversation?  
9 A. He said, "I was calling" -- "I'm calling to  
10 report an injury." I said, "What happened?" He said  
11 that he was in the back of his truck, and he opened  
12 the door. In doing so, a package fell -- a heavier  
13 package fell from the top of the load. And when he  
14 opened his door, he tried -- the package was coming  
15 down at him. He tried to stop it and push it back,  
16 and he felt pain in his back.  
17 Q. What did you say to him?  
18 A. I asked him, "Are you okay? Can you  
19 continue working?" He said, "Yes." I asked him,  
20 "Are you sure?" He said, "Yes." And I told him, you  
21 know, to let us know throughout the day how things  
22 were going, if he felt that he needed help, and that  
23 he would need to report the injury when he returned  
24 to the building.

5 (Pages 14 to 17)

Page 18

1 Q. Okay.  
2 A. To call it in.  
3 Q. Just to call again when he gets in the  
4 building?  
5 A. To call the injury in to our injury  
6 reporting line.  
7 Q. He personally does that, or a supervisor  
8 does that?  
9 A. A supervisor does that.  
10 Q. Did you tell him he needed to do it?  
11 A. I told him that it had to be done with a  
12 supervisor. So the injury had to be called in to our  
13 hotline.  
14 Q. Any information that that didn't happen?  
15 A. That it did not happen?  
16 Q. Correct.  
17 A. No.  
18 Q. So you believe that happened?  
19 A. Yes.  
20 Q. As you instructed him, correct?  
21 A. Correct.  
22 Q. Okay. What happens after that? I mean, is  
23 there any more -- Sorry.  
24 Is there any more to this telephone

Page 19

1 conversation with Mr. Andreu?  
2 A. I asked him at the time -- Again, I  
3 reiterated that I wanted to make sure he was safe to  
4 finish the job. You know, that's my main concern.  
5 And then I asked him how it happened and did he see  
6 the package coming. And he said he just had opened  
7 the door in the back, and it fell down. And I said,  
8 "Did you open the door partially per methods?" And  
9 he said, "No. I just opened the door, and it came  
10 down."  
11 Q. So he admits that he didn't follow methods?  
12 A. Correct.  
13 Q. Any other -- As you just stated, any other  
14 admissions that he didn't follow some methods?  
15 A. No.  
16 Q. Okay. What do you do then after the  
17 conversation? Are you preparing any reports? Are  
18 you reporting to the superiors? What do you do with  
19 the information?  
20 A. I spoke to my manager.  
21 Q. Who was?  
22 A. Kerry Snyder.  
23 Q. Okay.  
24 A. I told him that we had the conversation

Page 20

1 that Jose had been injured. Because I only work  
2 until 12:30, I made sure to remind him to have one of  
3 the supervisors who would be there upon Jose's return  
4 help him call that injury in. He said he would.  
5 Q. Did Mr. Snyder have any other things to say  
6 about the injury? Any questions? Anything else?  
7 A. No.  
8 Q. Was this conversation face to face with  
9 Mr. Snyder?  
10 A. Yes.  
11 Q. Where was it at?  
12 A. In his office.  
13 Q. So you went to his office for this purpose?  
14 A. That's right.  
15 Q. Okay. What else did you tell him? Did you  
16 tell him about this supposed admission about not  
17 opening the door halfway?  
18 A. I told him I asked Jose if he could finish  
19 his route and to call in, you know, if he was having  
20 difficulties doing so later on, you know. And I told  
21 him that I asked Jose how it happened and that we had  
22 discussed, you know, a better way to do that would be  
23 per method, open the door halfway before, you know,  
24 because the contents shift.

Page 21

1 Q. So you're telling this to Mr. Snyder?  
2 A. Uh-huh.  
3 Q. Did Mr. Andreu indicate if he needed  
4 help -- a help driver the rest of the day, some  
5 assistance?  
6 A. No.  
7 Q. He didn't indicate that to you?  
8 A. Not to me.  
9 Q. Do you know if he ever received any  
10 assistance that day, another employee?  
11 A. I don't know.  
12 Q. But you're done that day at 12:30, correct?  
13 A. That's correct.  
14 Q. So your conversation with Mr. Snyder is  
15 then by 12:30 on the morning of January 24, 2005, the  
16 day of the accident, correct?  
17 A. Correct.  
18 Q. Anything else said between you and  
19 Mr. Snyder?  
20 A. No.  
21 Q. Do you give him any paperwork, any reports,  
22 or anything in writing?  
23 A. No.  
24 Q. Do you start or initiate any type of

6 (Pages 18 to 21)

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1 Q. Why wasn't it in '05? Was there anything  
2 that you know of that changed?  
3 A. I don't know why somebody didn't send me a  
4 document.  
5 Q. You don't know if they were in use back  
6 then? You're not sure?  
7 A. I don't know.  
8 Q. When was the last time you saw a report  
9 called cost statement?  
10 A. I honestly don't remember.  
11 Q. Do you know why Mr. Andreu was terminated?  
12 A. Well, what I've been told it was  
13 dishonesty.  
14 Q. Who has told you that?  
15 A. Dave Ziltz and Kerry Snyder.  
16 Q. Mr. Ziltz -- When did you have discussion  
17 with Mr. Ziltz when he told you that?  
18 A. I'm sorry. I didn't hear you.  
19 Q. When did you talk to Mr. Ziltz when he told  
20 you that?  
21 A. Shortly after it happened after he was  
22 terminated.  
23 Q. Was this a conversation just between you  
24 and Mr. Ziltz?

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1 A. Yes.  
2 Q. Face to face?  
3 A. Yes.  
4 Q. Where was it at?  
5 A. Our office.  
6 Q. Just you and him?  
7 A. Yes.  
8 Q. And what was the purpose of the  
9 conversation? Was this a conversation just  
10 specifically about Mr. Andreu, or was this just a  
11 passing that he was mentioned?  
12 A. I asked why Jose wasn't at work, and he  
13 said he had been terminated.  
14 Q. Anything else said in that conversation?  
15 A. I asked him what had happened, and he said  
16 that he was terminated for dishonesty.  
17 Q. Anything else said?  
18 A. Yes. He told me that he had gone to see  
19 Jose on his route and that Jose had told him earlier  
20 during the day that he had more work than he really  
21 did have. He went out and stopped to see him on  
22 route, and, in fact, what Jose had indicated that he  
23 had to do was not factual.  
24 Q. Anything else said?

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1 A. No.  
2 Q. So this was a conversation that I assume  
3 once Jose is no longer working in the building this  
4 conversation occurs?  
5 A. Correct.  
6 Q. Any other conversations with Mr. Ziltz  
7 concerning the facts and circumstances around this  
8 supposed misrepresentation of work and/or his  
9 termination?  
10 A. Not that I remember, no.  
11 Q. What about Mr. Snyder? Was there  
12 conversation with Mr. Snyder also?  
13 A. Yes.  
14 Q. When was that?  
15 A. When was that?  
16 Q. Yeah.  
17 A. Probably around the same day because I was  
18 asking what happened to Jose and why he wasn't --  
19 hadn't reported to work.  
20 Q. And where was your conversation with  
21 Mr. Snyder at?  
22 A. I believe it was in his office also.  
23 Q. And what was said by whom in that  
24 conversation?

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1 A. Again, I had asked, you know, what had  
2 happened. I wanted to hear it from our manager what  
3 happened to Jose, why he wasn't at work. And he said  
4 that he had terminated him because he had lied.  
5 Q. That's the way Mr. Snyder put it?  
6 A. He was terminated because he misrepresented  
7 how much work he had. So it was a dishonesty issue.  
8 Q. And Mr. Snyder -- This is, again, once Jose  
9 is not reporting to work, correct?  
10 A. Yes.  
11 Q. Did he say -- Did either Mr. Ziltz or  
12 Mr. Snyder indicate to you that Mr. Andreu is off  
13 because of the injury, has not been terminated yet?  
14 Anything along those lines?  
15 A. No.  
16 Q. Did either Mr. Ziltz or Mr. Snyder indicate  
17 to you that there are any other reasons why  
18 Mr. Andreu was no longer working for UPS?  
19 A. No.  
20 Q. Or why he was terminated?  
21 A. No.  
22 Q. Did Mr. Snyder say anything to you about a  
23 grievance being filed or not being filed?  
24 A. No.

15 (Pages 54 to 57)

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1 Q. Did Mr. Ziltz say anything to you about a  
2 grievance being filed or not being filed with respect  
3 to Mr. Andreu?

4 A. No.

5 Q. Any other discussions or information that  
6 you have that we haven't talked about concerning the  
7 facts and circumstances around the alleged  
8 misrepresentation of packages by -- or stops by  
9 Mr. Andreu?

10 A. No.

11 Q. Any other discussions or information that  
12 you have about the facts and circumstances  
13 surrounding Mr. Andreu's termination, why he was  
14 terminated?

15 A. No.

16 Q. Anything else -- Any other discussions or  
17 information that you have concerning Mr. Andreu's  
18 injury of January 24, 2005, that we have not  
19 discussed?

20 A. I'm sorry? Any discussions, did you say?

21 Q. Any discussions that you have had  
22 concerning -- where Mr. Andreu's January 24, 2005,  
23 injury was brought up, discussed in any fashion, that  
24 we have not discussed?

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1 A. No.

2 MR. COFFEY: I don't have anything else.

3 MR. WATSON: I think maybe one, maybe two,  
4 questions.

5 EXAMINATION

6 BY MR. WATSON:

7 Q. These discussions you had with Mr. Snyder  
8 and Mr. Ziltz about why -- about Mr. Andreu's  
9 termination, do you have any idea when those were?

10 A. Did I have any idea when those were?

11 Q. Yes.

12 A. Probably within the week that Jose was not  
13 at work anymore because I wondered where he was.

14 Q. When was he not at work anymore? Do you  
15 know?

16 MR. COFFEY: Objection. Form of the question.

17 BY MR. WATSON:

18 Q. You can answer.

19 A. When was he not at work?

20 Q. Yes.

21 A. The second week in February. A couple  
22 weeks after.

23 Q. 2005?

24 A. Yes.

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1 MR. WATSON: No more questions.

2 MR. COFFEY: A couple questions.

3 FURTHER EXAMINATION

4 BY MR. COFFEY:

5 Q. Did you -- Are you aware that he worked  
6 some -- I call it light duty. But I think there was  
7 another word for it over at the Aurora Center.

8 Are you aware he was working some light  
9 duty in February of 2005?

10 A. I don't remember.

11 Q. What's it called at Aurora Center?

12 A. TAW. Is that the term you're looking for?  
13 Temporary alternate work.

14 Q. Yes.

15 A. I don't recall.

16 Q. When you are having your discussions with  
17 Mr. Ziltz and Mr. Snyder, you are instigating those  
18 discussions because you noticed Mr. Andreu not at  
19 work, correct?

20 A. Right.

21 Q. Not at work at all, right?

22 A. Correct. I hadn't seen him.

23 Q. What period of time had you not seen him at  
24 work that raises your motive to go talk to Mr. Ziltz

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1 and Mr. Snyder, as you said?

2 A. I believe it was a day or two I didn't see  
3 him.

4 Q. Did you ever see him thereafter at work?

5 A. After?

6 Q. After these discussions with Mr. Snyder and  
7 Mr. Ziltz, did you ever see him at work?

8 A. I don't remember seeing him after that.

9 MR. COFFEY: No questions.

10 MR. WATSON: Nothing further.

11 We'll reserve signature.

12 FURTHER DEPONENT SAITH NOT.  
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**Exhibit 12**

**UPS's Answer and Affirmative Defense to Complaint**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOSE ANDREU,	)	
	)	
Plaintiff,	)	
	)	Case No. 07 C 06132
v.	)	
	)	Judge Der-Yeghiayan
UNITED PARCEL SERVICE, INC.,	)	
	)	
Defendant.	)	

**ANSWER AND AFFIRMATIVE DEFENSE TO COMPLAINT**

Defendant United Parcel Service, Inc. ("UPS") submits its Answer and Affirmative Defenses to the Complaint filed by Plaintiff Jose Andreu ("Andreu" or "Plaintiff") and states as follows:

**Nature of Case**

1. Plaintiff brings this action against Defendant to recover damages proximately caused by Defendant's illegal retaliatory discharge in violation of the Illinois Worker's Compensation Act, 820 ILCS 305/1 et seq., and the common law and public policy of the State of Illinois.

**Answer:** UPS admits that Plaintiff brings this action to recover damages allegedly and proximately caused by UPS's alleged illegal retaliatory discharge in violation of the Illinois Worker's Compensation Act, 820 ILCS 305/1 et seq., and the common law and public policy of the State of Illinois, but denies that it violated any law, regulation, statute or rule with regard to Plaintiff.

**The Parties**

2. Plaintiff, Jose Andreu (hereafter "Jose"), is an individual residing at all relevant times in Chicago, Illinois, County of Cook.

**Answer:** UPS admits the allegations of Paragraph 2.

3. Defendant, United Parcel Service, Inc. (hereafter "UPS"), is an Ohio corporation registered and licensed to do business in Illinois.

**Answer:** UPS admits that it is an Ohio corporation registered and licensed to do business in Illinois, but denies the remaining allegations of Paragraph 3. UPS further denies that it violated any law, regulation, statute or rule with regard to Plaintiff.

4. Venue is proper in this Court in that Defendant's illegal acts complained of herein took place within this Court's geographical jurisdictional boundaries at UPS' Addison, Illinois facility.

**Answer:** UPS admits that venue is proper in the U.S. District Court for the Northern District of Illinois.

**Facts Common to all Counts**

5. Jose began his employment with UPS in or around September, 1996.

**Answer:** UPS admits the allegations of Paragraph 5.

6. Starting in 2003, Jose began working for UPS in the position of package driver. In this position, among other duties, he reported each work day to UPS' Addison, Illinois facility and delivered parcels in UPS' vehicles, departing from and returning to the Addison facility each work day.

**Answer:** UPS admits the allegations of Paragraph 6. Answering further, Plaintiff was a swing or vacation package car driver which means Plaintiff did not have a regular route but rather filled in where needed.

7. On or about January 24, 2005, Jose injured his back at work while on his assigned route delivering packages (hereafter the "work accident").

**Answer:** UPS is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 and therefore denies same. Answering further, Plaintiff contacted UPS while on his route on or about January 24, 2005, and said he had injured himself.

8. He immediately called into UPS and reported the work accident and his resulting back injuries.

**Answer:** UPS is without knowledge or information sufficient to form a belief as to the truth of whether Plaintiff immediately called into UPS and therefore denies same. UPS admits the remaining allegations of Paragraph 8.

9. Later in the day on January 24, 2005, one of Jose's superiors, Dave Ziltz, met Jose out on his route. Upon meeting Jose out on his route, Mr. Ziltz stated to Jose that he believed Jose was lying about the work accident and/or related injuries, and faking his pain.

**Answer:** UPS admits that Supervisor Dave Ziltz met Plaintiff on his route on January 24, 2005 and that the meeting occurred after Plaintiff had called UPS. UPS denies the remaining allegations of Paragraph 9.

10. At various times subsequent to January 24, 2005, Mr. Ziltz repeated his assertions and belief that Jose was lying about the work accident and/or related injuries, and faking his pain.

**Answer:** UPS denies the allegations of Paragraph 10.

11. Also on January 24, 2005, upon Jose's return to UPS' Addison facility at the end of his work day, he sat down with Mr. Ziltz and observed Mr. Ziltz type the work accident and related injury information into a computer. He also observed and listened as Mr. Ziltz called UPS' worked (sic) compensation insurance carrier, Liberty Mutual, and reported the work accident and related injuries.

**Answer:** UPS is without knowledge or information sufficient to form a belief as to the truth of what Plaintiff observed and/or listened to and therefore denies same. UPS admits that on or about

January 24 or 25, 2005, a work accident report was filled out and the incident was reported to Liberty Mutual, UPS worker's compensation insurance carrier.

12. On January 25, 2005, Jose was examined by UPS' physician, Dr. Anthony Tesmond, in connection with the injuries he sustained from the work accident.

**Answer:** UPS denies that a Dr. Anthony Tesmond is a "UPS physician", but admits that Plaintiff was examined by a Dr. Tesmond on or about January 25, 2005 in connection with his claimed injuries.

13. Following the work accident, Jose missed work on January 25<sup>th</sup> and 26<sup>th</sup>.

**Answer:** UPS denies that Plaintiff did not work for UPS on January 25 or 26, 2005.

14. Upon returning to work on January 27, 2005, Jose advised Dave Ziltz that he was still experiencing back pain from the injuries he sustained from the work accident.

**Answer:** UPS admits the allegations of Paragraph 14.

15. In January and February 2005, Jose was examined several additional times by Dr. Tesmond and/or other physicians in his office in connection with the injuries he sustained from the work accident.

**Answer:** UPS is without knowledge or information sufficient to form a belief as to the truth of who examined Plaintiff or whether he was examined "several times" in the stated time period and therefore denies same. UPS admits that Plaintiff was examined during the stated time frame.

16. Dr. Tesmond and/or his office notified UPS and/or its workers' compensation insurer of each and every occasion that Jose received medical treatment in connection with the injuries he sustained from the work accident.

**Answer:** UPS is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 18 and therefore denies same.

17. In February and early March 2005, Jose sought and received additional medical treatment from his own physicians in connection with the injuries he sustained from the work accident.

**Answer:** UPS is without knowledge or information sufficient to form a belief as to whether Plaintiff sought and received additional medical treatment and therefore denies same. Answering further, it is UPS's understanding that Plaintiff returned for treatment beginning February 10, 2005 after previously being released to full duty work.

18. In February and early March 2005, Jose's physicians notified UPS and, in some instances, Jose's direct supervisors, of Jose's ongoing treatment for the injuries he sustained from the work accident, his prognosis and/or ability to return to work.

**Answer:** UPS admits that on occasion after February 9, 2005, it received notes from physicians concerning Plaintiff's condition.

19. On or about February 9, 2005, Dave Ziltz met Jose while he was on his route delivering packages. Upon his arrival at Jose's truck, Mr. Ziltz was angry and yelling at Jose. Mr. Ziltz accused Jose of lying about the number of packages and/or stops he had left for the day in an earlier communication Jose had with the Addison facility. Dave Ziltz told Jose he would be fired.

**Answer:** UPS admits that Ziltz met Plaintiff while Plaintiff was on his route on February 9, 2005. UPS denies the remaining allegations of Paragraph 19. Answering further, in response to a request for him to pick up a package, Plaintiff had contacted the UPS facility around 4:00 p.m. and claimed he still had sixty stops to make and would not be done until 9:00 p.m. Ziltz, who was driving a route that day due to a shortage of drivers, arrived to assist Plaintiff at 4:42 p.m. and found only about 20 packages on Plaintiff's vehicle. Ziltz informed Plaintiff he was being placed on notice of termination for dishonesty.

20. On or about February 11, 2005, Jose informed his superiors that he could no longer perform his duties due to the pain he was experiencing from the work accident and related injuries.

He subsequently missed several days of work, and continued to receive medical treatment. He returned to work on or about February 17, 2005.

**Answer:** UPS admits that Plaintiff informed his supervisors that he would not drive, that he missed several days of work, and that he returned to work on or about February 17, 2005. UPS is without knowledge or information sufficient to form a belief as to whether Plaintiff continued to receive medical treatment and therefore denies same. UPS denies the remaining allegations of Paragraph 20.

21. On March 4, 2005, Jose's superior, Kerri Snyder, told Jose that his employment with UPS was terminated effective immediately for alleged (sic) being dishonest on February 9, 2005. Mr. Snyder then asked another supervisor who was present to escort Jose off of the premises.

**Answer:** UPS admits the allegations Paragraph 21. Answering further, Plaintiff did not timely submit a grievance pursuant to the applicable collective bargaining agreement challenging his termination.

22. At all relevant times, Jose's performance met or exceeded UPS' legitimate expectations. Jose was not dishonest on February 9, 2005, and did nothing to legitimately warrant the termination of his employment.

**Answer:** UPS denies the allegations of Paragraph 22.

**UPS TERMINATED JOSE'S EMPLOYMENT IN RETALIATION FOR HIS  
PROTECTED ACTIVITIES IN VIOLATION OF THE ILLINOIS WORKERS'  
COMPENSATION ACT, COMMON LAW AND PUBLIC POLICY**

23. Jose's reporting the work accident and related injuries to UPS on January 24, 2005, and seeking medical treatment for such injuries commencing on January 25, 2006 (sic), and continuing through the day UPS terminated his employment (i.e., March 4, 2005), all as described above, are activities protected by the by the Illinois Worker's Compensation Act, 820 ILCS 305/1 *et seq.* (the "Act").

**Answer:** The allegations of Paragraph 23 require legal conclusions and UPS therefore denies same. UPS admits that reporting a work accident and related injuries and seeking medical treatment

for work-related injuries are activities protected by the by the Illinois Worker's Compensation Act, 820 ILCS 305/1 *et seq.*

24. UPS was aware of Jose's protected activities under the Act as described above at the time it decided to terminate his employment.

**Answer:** UPS was aware that Plaintiff had submitted a worker's compensation claim and was receiving treatment at the time of his termination but denies that said claim or treatment played any part in Plaintiff's termination.

25. Jose's protected activities under the Act were a motivating factor behind UPS' decision to terminate his employment.

**Answer:** UPS denies the allegations of Paragraph 25.

26. As such, UPS' termination of Jose's employment on March 4, 2005, was causally related to his protected activities under the Act.

**Answer:** UPS denies the allegations of Paragraph 26.

27. UPS's termination of Jose was therefore an illegal retaliatory discharge in contravention of Illinois public policy as stated and set forth in the Act.

**Answer:** UPS denies the allegations of Paragraph 27.

28. As a direct and proximate result of UPS' illegal termination of his employment, Jose has suffered a loss of income in the form of wages and prospective retirement benefits, social security and other employment benefits, emotional pain, mental anguish, loss of enjoyment of life, and other non-pecuniary losses, and he is expected to incur future damages.

**Answer:** UPS denies the allegations of Paragraph 28.

29. The above described conduct by UPS was wilful and wanton, and with reckless disregard and indifference to the law and the public policy of Illinois, and to Jose's rights. UPS should therefore be subject to punitive damages as an example to deter others from engaging in conduct of this kind.



**Answer:** UPS denies the allegations of Paragraph 29.

**Affirmative Defense**

Plaintiff is barred from recovery because he has failed to exercise reasonable efforts to mitigate his alleged damages.

Dated: November 9, 2007

UNITED PARCEL SERVICE, INC.

By: /s/ D. Scott Watson  
One of Its Attorneys

John A. Klages (ARDC #06196781)  
D. Scott Watson (ARDC # 06230488)  
Ellen M. Girard (ARDC #06276507)  
Meghan E. Riley (ARDC #06288548)  
Quarles & Brady LLP  
500 West Madison, Suite 3700  
Chicago, IL 60661  
312/715-5000  
312/715-5155 (fax)

**CERTIFICATE OF SERVICE**

The undersigned attorney certifies that on November 9, 2007, a copy of the foregoing document was filed electronically. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

Timothy J. Coffey  
The Coffey Law Office, P.C.  
1403 East Forest Avenue  
Wheaton, Illinois 60187  
Email: [tcofflaw@sbcglobal.net](mailto:tcofflaw@sbcglobal.net)

/s/ D. Scott Watson

**Exhibit 13**

**Turner Pain Center Documents, P000241-47**



# Turner Pain And Wellness Center

## S.O.A.P. Notes

Jose Andreu (010871 - Initial Incident)

Jose Andreu  
7831 W. Rascher  
Chicago IL 60656

Patient	Jose Andreu
Date of Birth	06/08/1963
Patient Gender	Male
Social Security	
Marital Status	Married
Injury / Onset	
First Consult	
Occupation	
Employer	

February 16, 2005

**Date Of Service:** Wednesday, February 16, 2005  
**Provider:** MARK TURNER, DC MARK MCDOWELL, PT

### Chief Complaint

- Patient reports that he is able to stand and walk without pain, but sitting still bothers him very much. He felt some better during the day yesterday, but then was unable to sleep last night due to pain. The only comfortable position he can find is lying on his side. He is still experiencing the pain all the way down to the dorsum of his right foot.

### Examination

#### Musculoskeletal:

- **Palpations.** Palpated the lumbar paravertebral muscles, the muscles of the lumbar spine, the muscles of the buttocks, the muscles of the posterior thigh, the muscles of the anterior thigh, and the muscles of the groin: pain, palpatory guarding, soreness, spastic, tenderness, and Trigger points in right gluteus medius with extreme tenderness; right QL tight and tender with palpatory guarding; bilateral hip flexor tightness with trigger points; piriformis tight and tender; spinal palpation. Loss of motion (T4, T5, T6, T7, T12, L1, L4, L5, and S1). Lumbar extension caused increase in hip and thigh pain. Lumbar flexion caused no major change.

### Diagnosis

846.1 Sacroiliac (ligament) sprain

**CONFIDENTIAL**

9:33 AM

MARK TURNER, DC MARK MCDOWELL, PT  
1222 NORTH EOLA ROAD • AURORA, IL 60504 • (630) 499-8804 • Fed Id

Page 1 of 2

000241



# Turner Pain And Wellness Center

S.O.A.P. Notes

Jose Andreu (010871 - Initial Incident)

728.85 Spasm of muscle  
724.4 Thoracic or lumbosacral neuritis or radiculitis, unspecified  
724.8 Other symptoms referable to back

## Management

### Adjustment:

- Specific adjustive procedures administered to: the upper right sacroiliac joint in flexion, the sacrum (right), L5 (right), L5 (left), L4 (left), T5 (left), T5 (right), T6 (left), T6 (right), T7 (left), T7 (right), T8 (left), and T8 (right).

### Physical Modalities:

- Interferential current and hot pack applied for 15 minutes to decreased inflammation and spasm to the: the lumbar back and the sacral region of the back.
- Soft tissue work to decrease tissue tightness and to increase healing to: the lumbar back, the sacral region of the back, the buttocks, and the hip. Passive lumbar flexion with patient supine.
- Therapeutic exercise x 15 minutes performed to stabilize: the sacral region of the back, the lumbar back, the buttocks, and the hip.
- Exercises completed consist of the following: tva marching on foam roller, 10X3, supine bridging, 10X3, supine single leg pop ups, 10X2.

### Assessment:

- Patient tolerated treatment well with no adverse reaction noted after treatment.

### Plans:

- Patient advised to return daily until notified of new treatment plan. Spoke with patient's employer yesterday, UPS supervisor Kerri Snyder, and determined that patient should wait until Thursday for return to work with restrictions.
- Prognosis guarded because patient's duties at work will irritate his back.

**CONFIDENTIAL**

9:33 AM

MARK TURNER, DC MARK MCDOWELL, PT  
1222 NORTH EOLA ROAD • AURORA, IL 60504 • (630) 499-8804 • Fed Id

Page 2 of 2

P000242

2/15/05

5:10 pm

Kerri Snyder, patient's UPS supervisor, was called  
Re: Jose' Andreu. Mr. Snyder was informed that Jose'  
was recommended to take 1 more day off work  
and return to duties Thursday, 2/17/05 with  
following restrictions: no prolonged sitting/standing > 15  
minutes before taking break or changing positions,  
no lifting > 5 lbs. Mr. Snyder was informed that  
Jose' was sent for MRI. Mr. Snyder acknowledged  
his understanding.

Alan S

CONFIDENTIAL

P000243



## Turner Pain & Wellness Center

We can help!

1222 North Eola Road • Aurora, IL 60504  
Phone (630) 499-8804 • Fax (630) 499-9898

Dr. Mark Turner, BA, BSC, D.C.  
Mark McDowell, P.T., A.C.E. Certified  
Dr. Staci Aherns, B.S., D.C.  
Justin Tubbs, P.T.A., C.S.C.I.

Prescription for Care:

Date: 2-15-05

Re: Mr. Andrew

Attn: Kera Snyder

Patient may return to work Thursday, 2-17-05,  
with the following restrictions: no prolonged  
sitting or standing (patient may only sit or  
stand for 15 minutes before resting or changing  
positions; no lifting more than 5 lbs.)

Treating Physician

CONFIDENTIAL

P 000244



# Turner Pain And Wellness Center

## S.O.A.P. Notes

Jose Andreu (010871 - Initial Incident)

Jose Andreu  
7831 W. Rascher  
Chicago IL 60656

Patient	Jose Andreu
Date of Birth	06/08/1963
Patient Gender	Male
Social Security	
Marital Status	Married
Injury / Onset	
Risk Consult	
Occupation	
Employer	

February 15, 2005

**Date Of Service:** Tuesday, February 15, 2005  
**Provider:** MARK TURNER, DC MARK MCDOWELL, PT

### Chief Complaint

- Patient reports that he was in much pain last night and that he was experiencing the intense pain in the same location: posterior and anterior right hip, posterior right thigh and calf, and top of foot. He was free of pain for 20 minutes this morning, but intense pain returned when he tried to drive to the clinic this morning.

### Examination

#### Musculoskeletal:

- **Palpations.** Palpated the lumbar paravertebral muscles, the muscles of the lumbar spine, the muscles of the buttocks, the muscles of the posterior thigh, the muscles of the anterior thigh, and the muscles of the groin: pain, palpatory guarding, soreness, spastic, tenderness, and Trigger points in right gluteus medius with extreme tenderness; right QL tight and tender with palpatory guarding; bilateral hip flexor tightness with trigger points; piriformis tight and tender; spinal palpation. Loss of motion (T4, T5, T6, T7, T12, L1, L4, L5, and S1). Lumbar extension caused increase in hip and thigh pain. Lumbar flexion caused no major change.

### Diagnosis

846.1 Sacroiliac (ligament) sprain  
728.85 Spasm of muscle

**CONFIDENTIAL**

*mr*

9:52 AM

MARK TURNER, DC MARK MCDOWELL, PT  
1222 NORTH EOLA ROAD • AURORA, IL 60504 • (630) 499-8804 • Fed Id

Page 1 of 2

P 000245





# Turner Pain And Wellness Center

S.O.A.P. Notes

Jose Andreu (010871 - Initial Incident)

724.4 Thoracic or lumbosacral neuritis or radiculitis, unspecified  
 724.8 Other symptoms referable to back

## Management

### Adjustment:

- A manipulation was performed on the foot and knee bilaterally, and the hip on the right.
- Flexion and Distraction technique 10 reps x 3 sets to the lumbar spine.

### Physical Modalities:

- Interferential current and hot pack applied for 15 minutes to decreased inflammation and spasm to the: the lumbar back and the sacral region of the back.
- Soft tissue work to decrease tissue tightness and to increase healing to: the lumbar back, the sacral region of the back, the buttocks, and the hip. Passive lumbar flexion with patient supine.
- Therapeutic exercise x 15 minutes performed to stabilize: the sacral region of the back, the lumbar back, the buttocks, and the hip.
- Exercises completed consist of the following: prone lying on swiss ball with lumbar flexion, 30 secX4, alternate knee to chest, 15X4, supine knee to chest, 30 secX4.

### Assessment:

- Patient tolerated treatment well with no adverse reaction noted after treatment.

### Plans:

- Patient advised to return daily until notified of new treatment plan. Spoke with patient's employer yesterday, UPS supervisor Kerri Snyder, and determined that patient must return to work Wednesday 2/16/04 with necessary restrictions on activity. Sent patient for MRI of lumbar region.
- Prognosis guarded because patient's duties at work will irritate his back. X-ray report was received from UPS revealing the following: degenerative disease at L5/S1 facet joint bilaterally, negative for fracture; normal disc spaces maintained. He would benefit from avoiding prolonged sitting or standing, with complete avoidance of lifting. MRI of lumbar region is warranted due to intractable pain and radiation of symptoms into right leg.

**CONFIDENTIAL**

9:52 AM

MARK TURNER, DC MARK MCDOWELL, PT  
 1222 NORTH EOLA ROAD • AURORA, IL 60504 • (630) 499-8804 • Fed Id

Page 2 of 2

P 000246

Re: Jose Andre

2/14/05

called Kerri Snyder, patient's UPS supervisor, to discuss Jose's case. Kerri was informed of patient's status. Work conditions were discussed and it was determined that patient will return to work Wednesday 2/16/05 for up to 8 hours with restrictions on lifting, prolonged sitting, and prolonged standing. Possibility of MRI was also discussed.

Aur B

mt

[CONFIDENTIAL]

P000247

**Exhibit 14**

**Jose Andreu's Supplemental Response to UPS First Interrogatories**

**THE COFFEY LAW OFFICE, P.C.**

1403 EAST FOREST AVENUE  
WHEATON, ILLINOIS 60187

FAX (630) 534-6400  
TELEPHONE (630) 534-6300  
EMAIL TCOFFLAW@SBGGLOBAL.NET

July 25, 2007

**VIA HAND DELIVERY**

D. Scott Watson  
Quarles & Brady LLP  
500 West Madison  
Suite 3700  
Chicago, IL 60661

**RE: *Jose Andreu v. United Parcel Service, Inc.***  
**N.D.III. Case No. 07 C 473**

Dear Scott:

Enclosed herewith please find a copy of Plaintiff's Amended and Supplemental Responses and Objections to Defendant's First Set of Interrogatories.

Thank you for your cooperation with this matter. Please call should you have any questions.

Very Truly Yours,



Timothy J. Coffey

Enc.

cc: Jose Andreu

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOSE ANDREU,

Plaintiff,

v.

UNITED PARCEL SERVICE, INC.,

Defendant.

)  
)  
)  
)  
) Case No. 07 C 00473  
)  
) Judge Samuel Der-Yeghiayan  
)  
) Magistrate Judge Mason

**PLAINTIFF'S SUPPLEMENTAL ANSWERS AND OBJECTIONS TO  
DEFENDANT'S FIRST SET OF INTERROGATORIES**

Plaintiff, JOSE ANDREU, by and through his attorneys, THE COFFEY LAW OFFICE, P.C., pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, supplements his previous answers and objections to Defendant's First Set of Interrogatories as follows:

**INTRODUCTION and GENERAL OBJECTIONS**

The responses below are made solely for the purpose of and in relation to this action. Each response is given subject to all appropriate objections including, but not limited to, objections based on competency, relevancy, materiality and admissibility, which would require the exclusion of the interrogatory and/or response, or any statements contained herein if the interrogatory were asked of, or any statement contained herein were made by, a witness present and testifying in court. All objections and grounds therefore are specifically reserved by Plaintiff, and may be interposed at, or before, the time of trial in this matter.

The following responses are based on the present state of Plaintiff's investigation, discovery, preparation, and analysis of the facts, issues and evidence pertaining to this case, which are incomplete as of the date of the responses. The responses are, therefore, given without prejudice to Plaintiff's right to amend the responses and/or produce at the time of trial and any of the following: currently known information which has been omitted from these responses as a result of good faith oversight; subsequently discovered information, evidence, and documentation relating to proof of presently known material facts; and, information, evidence, and documentation, whenever it is discovered, relating to proof of subsequently discovered material facts.

Plaintiff's responses to Defendant's interrogatories are based upon his reasonable interpretation thereof. If Defendant subsequently asserts interpretations of the interrogatories which differ from that applied by Plaintiff, then Plaintiff reserves the right to supplement his responses. Except for the explicit facts set forth in these responses, no admission of any nature whatsoever is implied, or is inferred, or should be inferred, from Plaintiff's responses, or from the fact that Plaintiff has responded. The fact that Plaintiff has responded shall not be taken as an admission, or as a concession of the existence of any facts set forth or assumed by the interrogatories.

The following general objections pertain to Defendant's First Set of Interrogatories directed to Plaintiff (its "Instructions and Definitions" as well as each Interrogatory), unless otherwise specified:

- A. Plaintiff objects to the Interrogatories to the extent they require Plaintiff to undertake any duty other than duties imposed by the Federal Rules of Civil Procedure and the local rules of this Court.

- B. Plaintiff objects to the Interrogatories to the extent they call for the production of documents, things or information protected from disclosure by the attorney-client privilege, the attorney work product privilege, or otherwise protected from disclosure under applicable privileges, laws or rules.
- C. Plaintiff objects to the Interrogatories to the extent they seek to obligate the Plaintiff to make inquires beyond the parties to this action, or to the extent they pertain to documents, things or information not in the custody of the Plaintiff.
- D. Plaintiff objects to the Interrogatories to the extent they are unduly burdensome in that they call for material which is unreasonably cumulative or duplicative of material or information already provided or already within Defendant's custody or equally accessible to Defendant as it is to Plaintiff, or to the extent they require Plaintiff to incur unreasonable burden or expense in ascertaining the information or providing the documents.
- E. Plaintiff objects to the Interrogatories to the extent they seek documents, things or information that are not relevant to the subject matter of this lawsuit, or appear not to be reasonably calculated to lead to the discovery of admissible evidence.
- F. Plaintiff objects to the Interrogatories to the extent they seek every fact, or "any and all" facts, all reasons, or "any and all reasons," the identity of every witness, or the specification of every document supportive of or related to any claim or allegation on the grounds they are overly broad and place an

undue burden on Plaintiff. *Lawrence v. First Kansas Bank & Trust Co.*, 169 F.R.D. 657, 662-63 (D.Kan. 1996).

**SUPPLEMENTAL ANSWERS AND OBJECTIONS TO INTERROGATORIES**

**Interrogatory No. 6:** State the entire factual basis in support of your claim that "At various times subsequent to January 24, 2005, Mr. Ziltz repeated his assertions and belief that Jose was lying about the work accident and/or related injuries, and faking his pain" (Complaint ¶ 12) including, but not limited to, the date(s), time(s) and location(s) of each alleged incident and the identity (per Instruction 8(a) above) of all witnesses to each alleged incident.

**Answer:** Subject to and without waiving his objections set forth in his initial response to Interrogatory No. 6, on February 9, 2005, Mr. Ziltz stated to Plaintiff that he did not believe him about the number of packages on his truck because Plaintiff had already lied to him about his January 24, 2005 work injury. Mr. Ziltz made this statement at the time he went out to Plaintiff's truck while he was on his route on February 9, 2005. No other persons were present.

Additionally, Plaintiff overheard Mr. Ziltz tell Melissa Del Dotto that he believed Plaintiff was faking his injury. Mr. Ziltz made this statement at the facility shortly after February 9, 2005. Plaintiff does not believe any other persons were present.

Plaintiff investigation and discovery into this matter continues.



**Interrogatory No. 15:** Identify (per Instruction 8(a) above) each of Plaintiff's employers since October 2001, other than UPS, and with respect to each employer, state: the name, address and telephone number of each employer, the date employment commenced, all job titles or job categories held by Plaintiff, the rate of pay received by Plaintiff for each job title or job category, the number of hours worked by Plaintiff each week or each month, the gross amount earned, the date employment was terminated, the reason for termination, and the identity (per Instruction 8(a) above) of the person(s) responsible for the termination of employment, if applicable.

**Answer:** Subject to and without waiving his objections set forth in his initial response to Interrogatory No. 15, the business address and telephone number for J&J Tree Service Co. is 7831 W. Rascher, Chicago, IL, 60656, (773) 631-2306.

Plaintiff's investigation and discovery into this matter continues.

**Interrogatory No. 19:** Describe all sources of money received by Plaintiff since October 16, 2001, including the amount of money from each source and the dates of the payments. Money includes, but is not limited to, compensation, salary, bonuses, retirement benefits, social security payments, disability payments, unemployment compensation benefits, workers' compensation benefits, as well as financial gifts from relatives and friends. Your response need not include salary received from UPS or other employers identified in response to Interrogatory No. 16 if you included salary information in your response.

**Answer:** Subject to and without waiving his objections set forth in his initial response to Interrogatory No. 19, in 2006 Plaintiff received approximately \$15,100 in non-employee compensation from J&J Tree Service Co. Additionally, Plaintiff refers Defendant to copies of documents bates-stamped P000317 to P000347, and P0003786 to P000393.

Plaintiff's investigation and discovery into this matter continues.

Dated: July 24, 2007

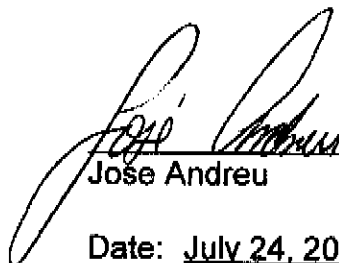
Respectfully Submitted,  
JOSE ANDREU, Plaintiff,

By: 

Timothy J. Coffey  
THE COFFEY LAW OFFICE, P.C.  
Attorneys for JOSE ANDREU  
1403 E. Forest Avenue  
Wheaton, IL 60187  
(630) 534-6300

**VERIFICATION**

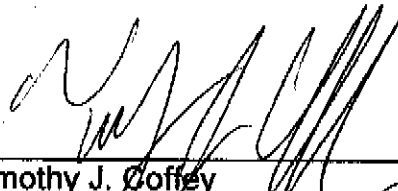
I, Jose Andreu, verify that the answers set forth above in Plaintiff's Supplemental Answers and Objections to Defendant's First Set of Interrogatories are true and correct to the best of my knowledge and belief based on the information I have available to me to date.

  
\_\_\_\_\_  
Jose Andreu  
Date: July 24, 2007

**CERTIFICATION OF SERVICE**

I hereby certify that I served a true, accurate and complete copy of the foregoing Plaintiff's Supplemental Answers and Objections to Defendant's First Set of Interrogatories to the following attorneys of record for Defendant by hand delivery on the 25<sup>th</sup> day of July, 2007.

D. Scott Watson  
Quarles & Brady LLP  
500 West Madison  
Suite 3700  
Chicago, IL 60661

  
\_\_\_\_\_  
Timothy J. Coffey  
THE COFFEY LAW OFFICE, P.C.  
Attorneys for JOSE ANDREU  
1403 E. Forest Avenue  
Wheaton, IL 60187  
(630) 534-6300

**Exhibit 15**

**Melissa Del Dotto Deposition Excerpts**

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

JOSE ANDREU, )  
 )  
 Plaintiff, )  
 )  
 vs. ) No. 07 C 0473  
 )  
 UNITED PARCEL SERVICE, INC., )  
 )  
 Defendant. )

The deposition of MELISSA DEL DOTTO, called by the Plaintiff for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before MARGARET R. BEDDARD, a Notary Public within and for the County of Kane, State of Illinois, and a Certified Shorthand Reporter of said state, at Suite 850, 29 South LaSalle Street, Chicago, Illinois, on the 31st day of July, A.D. 2007, at 10:53 a.m.

Page 2

1 PRESENT:  
 2 THE COFFEY LAW OFFICE, P.C.,  
 3 (1403 East Forest Avenue,  
 4 Wheaton, Illinois 60187),  
 5 BY: MR. TIMOTHY J. COFFEY,  
 6  
 7 appeared on behalf of the Plaintiff;  
 8  
 9 QUARLES & BRADY, LLP,  
 10 (500 West Madison Street, Suite 3700,  
 11 Chicago, Illinois 60661),  
 12 BY: MR. D. SCOTT WATSON,  
 13 appeared on behalf of the Defendant.  
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11 REPORTED BY MARGARET R. BEDDARD, CSR.  
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Page 3

1 INDEX  
 2 WITNESS EXAMINATION  
 3 MELISSA DEL DOTTO  
 4 By Mr. Coffey 4, 76  
 5 By Mr. Watson 70  
 6  
 7  
 8  
 9

10 EXHIBITS  
 11 NUMBER MARKED FOR ID  
 12 Del Dotto Deposition Exhibit  
 13 No. 1 29  
 14 No. 2 29  
 15  
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Page 4

1 (WHEREUPON, the witness was duly  
 2 sworn.)  
 3 MELISSA DEL DOTTO,  
 4 called as a witness herein, having been first duly  
 5 sworn, was examined and testified as follows:  
 6 EXAMINATION  
 7 BY MR. COFFEY:  
 8 Q. Good morning, Ms. Del Dotto. My name is  
 9 Tim Coffey. I'm an attorney for Jose Andreu, a  
 10 former employee of UPS, in connection with a lawsuit  
 11 he has filed against UPS.  
 12 Have you ever given your deposition before?  
 13 A. No.  
 14 Q. I am going to ask you questions, and you  
 15 are under oath to give -- sworn under oath to give  
 16 honest answers.  
 17 Do you understand that?  
 18 A. Yes.  
 19 Q. Peggy here is going to take down all my  
 20 questions and all your answers and anything else that  
 21 is said in the room, so please do your best to keep  
 22 your answers audible. Okay?  
 23 A. Yes.  
 24 Q. Also, it's important that -- If you can

Page 5

1 allow me to finish my question before you start  
 2 answering, that will help Peggy, and it will also  
 3 help you make sure you understand my question. Okay?  
 4 A. Okay.  
 5 Q. And I will do my best to try not to start a  
 6 new question until you've finished your answer. All  
 7 right?  
 8 A. Yes.  
 9 Q. If you need a break at any time, just let  
 10 us know. Okay?  
 11 A. Okay.  
 12 Q. Have you ever given any sworn testimony  
 13 before? You said no prior deposition, right?  
 14 A. Correct.  
 15 Q. What about trial?  
 16 A. No.  
 17 Q. Any court proceedings at all where you've  
 18 given sworn testimony?  
 19 A. No.  
 20 Q. Any sworn -- written sworn statements or  
 21 affidavits in connection with your work at UPS?  
 22 A. No.  
 23 Q. Any involvement at all in any prior other  
 24 lawsuits that have been filed against your employer

2 (Pages 2 to 5)

Page 22

1 Q. Do you still have a copy of that?  
2 A. Yes.  
3 Q. Where at?  
4 A. Home.  
5 Q. Any other work accidents or injuries that  
6 you've had while working for UPS?  
7 A. Back when I was a driver I cut my finger on  
8 a hand cart.  
9 Q. And when were you a driver exactly?  
10 A. From '98 to December of '99.  
11 Q. And then thereafter you started as on-car  
12 supervisor, Aurora Center?  
13 A. Yes.  
14 Q. So that was a promotion?  
15 A. Yes.  
16 Q. So from '98 to '99 were you a union member?  
17 A. Yes.  
18 Q. And then what other positions did you hold  
19 at UPS prior to starting as a driver in '98?  
20 A. Do you want me to go back to when I  
21 started?  
22 Q. Yes.  
23 A. '92 I was a part-time loader.  
24 Q. Okay.

Page 23

1 A. I'm not accurate with the dates, but I'm  
2 going to say '95 -- I was a part-time supervisor from  
3 '95 to '98.  
4 Q. And then you became a driver?  
5 A. Yes.  
6 Q. Why did you become a driver from part-time  
7 supervisor?  
8 A. It was a promotion, and I wanted to go full  
9 time.  
10 Q. Were you a union member as a part-time  
11 loader?  
12 A. Yes.  
13 Q. Were you a union member as a part-time  
14 supervisor?  
15 A. No.  
16 Q. So you're in the union, you're out of the  
17 union, and you're back in the union?  
18 A. Yes.  
19 Q. Ever been accused of dishonesty at all in  
20 connection with your employment at UPS?  
21 A. No.  
22 Q. And you understand when I say accused I'm  
23 not saying that there's any truth to anything. I'm  
24 just wondering if anybody's ever made that claim?

Page 24

1 A. No.  
2 Q. Have you ever been charged with any crime?  
3 A. No.  
4 Q. Has your driver's license ever been  
5 suspended?  
6 A. No.  
7 Q. Now, sometimes, it sounds like, when you  
8 were Aurora Center on-road supervisor, there were  
9 times when additional pickups had to be made during  
10 the day that weren't particularly on anybody's  
11 schedule. Does that sound right?  
12 A. Yes.  
13 Q. How often did that happen?  
14 A. It could happen every day. Customers call  
15 in special pickups.  
16 Q. And was it your responsibility -- As the  
17 on-road supervisor, did you have any responsibility  
18 in assigning which drivers would go make those  
19 pickups?  
20 A. Yes.  
21 Q. Why don't you tell me what your  
22 responsibility involved in those types of decisions,  
23 please.  
24 A. Well, if I was in the center at the time

Page 25

1 and not being out on the street, we would dispatch a  
2 driver to a particular pickup. And then we would  
3 follow up with the part-time sup or the OMS, which  
4 would dispatch a message to the driver to ask them to  
5 pick it up, and then they would respond back.  
6 Q. Well, I guess my general question is, whose  
7 job is it to make the decision as to which -- as to  
8 which driver would make the additional pickup?  
9 A. The supervisor's.  
10 Q. The on-road supervisor's?  
11 A. Or the part-time sup that's in there.  
12 Q. What if you're out on the street with a  
13 driver doing a safety ride, shuttling packages, the  
14 rare times that you're actually on a route, would you  
15 get a call from -- or a message from --  
16 You said OMS. That's operations management  
17 specialist?  
18 A. Uh-huh. It's, like, the part-time  
19 supervisor there.  
20 Q. Would you get a call from the office  
21 alerting you to the need for a pickup?  
22 A. Sometimes.  
23 Q. And then you would select a driver?  
24 A. Yes.

7 (Pages 22 to 25)



Page 34

1 Q. Okay. When did you have discussions or  
2 communications with Mr. Andreu to help you complete  
3 the information we see in Exhibit Nos. 1 and 2?  
4 A. On the 24th.  
5 Q. Okay. Now, if I tell you that Mr. Andreu's  
6 lawsuit -- this particular lawsuit concerns a claim  
7 that he was illegally terminated from his employment,  
8 is that news to you?  
9 A. No.  
10 Q. You've heard that before?  
11 A. I would think that's what he imagined would  
12 happen.  
13 Q. Why is that?  
14 A. Because I have never even had a problem  
15 with him as being a driver.  
16 Q. Okay. Based on that, you're thinking the  
17 lawsuit must be about a termination?  
18 A. Yes.  
19 Q. You were aware that he was terminated,  
20 correct?  
21 A. Yes.  
22 Q. How did you first become aware that he was  
23 terminated?  
24 A. My manager at the time told me.

Page 35

1 Q. And who was that?  
2 A. Kerry Snyder.  
3 Q. And what did Mr. Snyder tell you concerning  
4 Mr. Andreu being terminated?  
5 A. It was held in a morning meeting saying  
6 that he got terminated. It was for not working -- as  
7 an integrity issue of lying.  
8 Q. This is what Mr. Snyder's telling you in a  
9 morning meeting, correct?  
10 A. Uh-huh. Yes.  
11 Q. And who was present at the meeting?  
12 A. Myself. David Ziltz was there. And that's  
13 all I can recall.  
14 Q. Do you know when this morning meeting  
15 occurred?  
16 A. 7:00 in the morning. 7:00 a.m. I do not  
17 know the date.  
18 Q. Okay. Was it before or after your work  
19 that you performed on January 24 in connection with  
20 Exhibit Nos. 1 and 2?  
21 A. After.  
22 Q. Do you know how far after?  
23 A. Probably a month, I think. In February  
24 sometime.

Page 36

1 Q. Do you know what -- Specifically do you  
2 have a recollection of Mr. Snyder saying anything at  
3 this meeting?  
4 A. No.  
5 Q. What about Mr. Ziltz?  
6 A. No.  
7 Q. Anything else that you do recall about this  
8 meeting in terms of what was said generally?  
9 A. No, I don't recall it at all.  
10 Q. Was Mr. Andreu's injury or claim -- work  
11 injury accident brought up at this meeting?  
12 A. No.  
13 Q. Are you sure?  
14 A. Yes.  
15 Q. You can be sure about that?  
16 MR. WATSON: Objection. Asked and answered.  
17 You can answer.  
18 THE WITNESS: I'm sure. Not that I recall.  
19 BY MR. COFFEY:  
20 Q. Did Mr. Ziltz say anything about -- At this  
21 meeting did Mr. Ziltz say anything about termination,  
22 about the injury, about Mr. Andreu?  
23 A. No.  
24 Q. Do you remember anything coming out of his

Page 37

1 mouth at this meeting?  
2 A. No, not the meeting.  
3 Q. Do you remember saying -- yourself saying  
4 anything at the meeting?  
5 A. No.  
6 Q. So that's your first information that  
7 Mr. Andreu has been terminated, correct?  
8 A. Yes.  
9 Q. Have you -- Since that meeting, have you  
10 had any other discussions with anybody, aside from  
11 meeting with your counsel, concerning Mr. Andreu's  
12 termination? Anything about why he was terminated,  
13 why he was bringing this lawsuit? Anything?  
14 A. Just with Dave just in conversation.  
15 Q. Okay. This is Dave Ziltz?  
16 A. Yes.  
17 Q. And in what conversations was Mr. Andreu  
18 brought up with Dave Ziltz?  
19 A. Just that he felt that it wasn't truthful,  
20 the injury.  
21 Q. And when was this conversation?  
22 A. I don't recall.  
23 Q. In context of this morning meeting that you  
24 had where you're finding out he's terminated -- a

10 (Pages 34 to 37)

Page 38

1 notice of termination, was this comment by Dave Ziltz  
2 before or after the meeting?  
3 A. I don't recall.  
4 Q. It could have been either?  
5 A. Yes.  
6 Q. In context of the January 24 accident that  
7 Mr. Andreu claimed he had and then the work that you  
8 do with Exhibits 1 and 2, I'm assuming this comment  
9 was after that, correct?  
10 A. Yes.  
11 Q. Okay. Where were you when this comment was  
12 made?  
13 A. Just out in the center.  
14 Q. And you were with Mr. Ziltz?  
15 A. Uh-huh.  
16 Q. Was anybody else present?  
17 A. No.  
18 Q. What time of day was it?  
19 A. A.m.  
20 Q. Could you tell me, to the best of your  
21 recollection, what was said and by whom in this  
22 conversation with Mr. Ziltz?  
23 A. Just Dave said that he wasn't believing the  
24 injury basically.

Page 39

1 Q. Mr. Andreu's injury?  
2 A. Right.  
3 Q. How did Mr. Andreu come up in this  
4 conversation?  
5 A. Because we had an issue with him about  
6 packages that he called and said he needed help later  
7 on with, and at the time he called he said he had  
8 roughly 60 stops left. And then Dave went out there,  
9 and he only had 20. He just felt he wasn't very --  
10 Jose wasn't truthful with us -- being honest saying,  
11 "Do you know what? I don't need help with the  
12 stops."  
13 Q. Okay.  
14 A. He was basically not telling the truth on  
15 how many he had left at the time.  
16 Q. This is all what Dave Ziltz is telling you  
17 in this one conversation?  
18 A. Well, this was -- Yeah. Yeah.  
19 Q. And in this conversation he indicates he's  
20 not believing Mr. Andreu with respect to the claimed  
21 injury; is that true?  
22 A. Yes.  
23 Q. What were his words?  
24 A. He just said he didn't believe that he got

Page 40

1 injured. At the time he was out on an unfamiliar  
2 area and unfamiliar route. And that's all I recall  
3 on it.  
4 Q. And then Mr. Ziltz is telling you about  
5 some claim by Jose about 60 packages and Mr. Ziltz  
6 going and only 20, correct?  
7 A. Yes.  
8 Q. When did that occur in connection with this  
9 conversation? Had that just recently occurred?  
10 A. No. It was a long time ago. In February.  
11 I'm not sure of the date or anything.  
12 Q. What is a long time ago in February?  
13 A. February '05.  
14 Q. What though occurred in February '05?  
15 A. Just about the incident with the packages.  
16 Q. Okay. And then you're saying this  
17 conversation with Mr. Ziltz is far after that -- a  
18 long time after that or shortly after that?  
19 A. Shortly. I don't really recall it. I  
20 don't recall it.  
21 Q. Okay. And you don't know if this  
22 conversation with Mr. Ziltz happened before or after  
23 you go to the morning meeting and you're being told  
24 Mr. Andreu was terminated, correct?

Page 41

1 A. Right.  
2 Q. Anything else said in the conversation?  
3 A. No.  
4 Q. Okay. Any other information about this  
5 supposed integrity issue, as you put it, or  
6 misrepresentation by Mr. Andreu? Did you have any  
7 other involvement/conversations about what he  
8 supposedly said that was supposedly untrue?  
9 A. No.  
10 Q. Did you talk to Ms. Cheryl Bast ever about  
11 her communications with Mr. Andreu on this day that  
12 he supposedly misrepresented packages or stops?  
13 A. No.  
14 Q. Did you ever talk to Kerry Snyder about  
15 this event where Mr. Andreu supposedly misrepresented  
16 packages or stops?  
17 A. Not that I recall.  
18 Q. Did you ever see any documents that had  
19 anything to do with this supposed misrepresentation?  
20 A. No.  
21 Q. Have you ever seen any documents that have  
22 ever had anything to do with the supposed reasons why  
23 Mr. Andreu was terminated?  
24 A. No.

11 (Pages 38 to 41)

Page 6

1 UPS?  
2 A. No.  
3 Q. UPS is still your employer; is that  
4 correct?  
5 A. Yes.  
6 Q. Have you ever been accused of treating any  
7 employee illegally as far as you know?  
8 A. No.  
9 Q. Ever been accused of discrimination against  
10 any employee?  
11 A. No.  
12 Q. Harassment against any employee?  
13 A. No.  
14 Q. Retaliation against any employee?  
15 A. No.  
16 Q. Have you ever been involved in any other  
17 lawsuits in connection with your work at UPS alleging  
18 retaliation, harassment, or discrimination?  
19 A. No.  
20 Q. How long have you been working for UPS?  
21 A. 15 years and a week.  
22 Q. So it sounds like you would have started  
23 somewhere in '92?  
24 A. Yes.

Page 7

1 Q. Okay. Do you remember your start date?  
2 A. July 24.  
3 Q. Okay. And what position do you hold  
4 presently?  
5 A. On-car supervisor in the Oak Brook Center.  
6 Q. The Oak Brook Center, would I be correct in  
7 saying that is physically located out of the Addison  
8 facility?  
9 A. Yes.  
10 Q. And how long have you been on-car  
11 supervisor out of the Oak Brook Center?  
12 A. A year and a week.  
13 Q. So in July -- Since July '06?  
14 A. Yes.  
15 Q. Continuously since July '06?  
16 A. Yes.  
17 Q. And what was your position prior to on-car  
18 supervisor, Oak Brook Center?  
19 A. On-car supervisor, Addison Center.  
20 Q. And, again, the Addison Center, is that  
21 located at the Addison facility?  
22 A. Yes.  
23 Q. Okay. And when did you start in your  
24 position as on-car supervisor, Addison Center?

Page 8

1 A. January 2005.  
2 Q. And you worked that position up until your  
3 transfer, for lack of a better word, move to  
4 Oak Brook Center?  
5 A. Yes.  
6 Q. Why the move from Addison Center to  
7 Oak Brook Center in July 2006?  
8 A. They just transfer you where needed. It's  
9 up to the management there.  
10 Q. So was that something that you requested?  
11 A. Yes. I wanted a change.  
12 Q. Why did you want a change?  
13 A. I was in the Aurora Center for -- from 2000  
14 to 2005, and I wanted to be -- change into a  
15 different position in the building.  
16 Q. Okay. Did you go from the Aurora Center to  
17 the Addison Center?  
18 A. Yes.  
19 Q. And I think you just answered why that  
20 change occurred, correct?  
21 A. Yes.  
22 Q. Okay. And why did the change from the  
23 Addison Center to the Oak Brook Center occur? That  
24 was the July '06.

Page 9

1 A. The management moves supervisors around  
2 roughly every July usually or when needed into a  
3 different center.  
4 Q. Okay. So you were on-car supervisor,  
5 Addison Center, from January '05 until July of '06,  
6 correct?  
7 A. No. I messed that up.  
8 Q. Okay.  
9 A. It was from January '06. I was there in  
10 January '06.  
11 Q. Addison Center?  
12 A. Yes. I correct that. Seven months  
13 roughly -- six, seven months. And then they moved me  
14 to Oak Brook in July.  
15 Q. Of '06?  
16 A. Correct.  
17 Q. And you've been in Oak Brook for a year?  
18 A. For a whole year, yes.  
19 Q. So prior to Addison Center then in January  
20 of '06, what was your position?  
21 A. On-car supervisor in Aurora.  
22 Q. And when did you start that position?  
23 A. It was roughly January maybe 2nd or 3rd.  
24 I'm not positive on the date. But it was January of

3 (Pages 6 to 9)

Page 10

1 2000.

2 Q. Okay. So you worked as Aurora Center  
3 on-car supervisor from roughly January 2006, it  
4 sounds like, five full years?

5 A. Yes.

6 Q. Okay. Well, it would be six full years,  
7 correct? Till January '06?

8 A. Yes.

9 Q. Okay. So in -- For the full year of 2005  
10 your position was on-car supervisor, Aurora Center,  
11 correct?

12 A. Correct.

13 Q. In January/February '05 that's your  
14 position, correct?

15 A. Yes.

16 Q. Did you hold any other positions in the  
17 year 2005 for UPS?

18 A. No.

19 Q. When you were the Aurora Center on-car  
20 supervisor in 2005, did you have a particular driver  
21 line or other specified authority over specific  
22 drivers?

23 A. Yes.

24 Q. Okay. So back in the beginning of '05 --

Page 12

1 correct?

2 A. Correct.

3 Q. Now, back in January/ February '05, you  
4 have roughly 20 employees. Are these all drivers in  
5 your driver line?

6 A. Yes.

7 Q. Are you supervising any other employees?

8 A. Part-time sups are under us. We roughly  
9 watch over them. But our main is the drivers.

10 Q. How many part-time supervisors are under  
11 you -- or were under you January/ February '05?

12 A. Three.

13 Q. So why don't you tell me -- Describe to me  
14 your duties as on-car supervisor in the Aurora Center  
15 in the early part of 2005 -- January/February 2005.

16 A. My duties are to dispatch the drivers in  
17 the morning, do safety rides, driver release audits.

18 Q. Okay. Anything else?

19 A. Just make sure everything's just --  
20 Day-to-day in and out of the driver, you know, that's  
21 followed properly.

22 Q. Do you ever perform any written type of  
23 reviews or evaluations on drivers in your driver  
24 line?

Page 11

1 January of '05, how many drivers did you -- were in  
2 your --

3 Is driver line a correct word?

4 A. Or they do it by towns. It's driver line.

5 Q. When I say driver line, what I'm talking  
6 about is how many drivers are within your supervisory  
7 authority -- direct supervisory authority. Does that  
8 sound right?

9 A. Yes.

10 Q. So driver line is a good word for that?

11 A. Yes.

12 Q. Or do you have another word?

13 A. No, that's fine.

14 Q. In January/February 2005, how many drivers  
15 were in your driver line?

16 A. Roughly 20.

17 Q. And were you familiar with Mr. Jose Andreu?

18 A. Yes.

19 Q. Was he ever in your driver line?

20 A. Not that I recall. He was not assigned to  
21 me. Not that I can recall.

22 Q. So you're not absolutely sure?

23 A. I'm not absolutely positive.

24 Q. He may have been or he may not have been,

Page 13

1 A. Yes.

2 Q. What types of reviews or evaluations?

3 A. We do most safety rides. We hand write  
4 them out. We run the car with the driver just making  
5 sure they're working to UPS's proper methods.

6 Q. Is that a particular form that you use for  
7 that?

8 A. Yes.

9 Q. Do you know what it's called?

10 A. It's called space and vis and habits back  
11 then.

12 Q. Space and vis --

13 A. Visibility.

14 Q. -- and habits?

15 A. Uh-huh.

16 Q. Okay. And that's a standard form that was  
17 used in the Aurora Center for these safety rides?

18 A. Yes.

19 Q. And documenting how the employee --

20 A. Performs in working safely.

21 Q. Did you ever take any safety rides or  
22 evaluate Mr. Andreu with respect to safety rides?

23 A. Not that I can recall.

24 Q. Do you have any information that there were

4 (Pages 10 to 13)

Page 42

1 Q. Were you involved in any other meetings or  
2 discussions about Mr. Andreu being put on notice of  
3 termination or, in fact, being terminated?

4 A. No.

5 Q. Anything else from Mr. Ziltz where he made  
6 any statements about Jose's -- Mr. Andreu's  
7 January 24 work accident or injury?

8 A. No.

9 Q. What about Mr. Snyder? Any statements from  
10 Mr. Snyder about whether he believed or did not  
11 believe that Jose was, in fact, injured on the 24th  
12 of January?

13 A. No.

14 Q. Any comments at all by Mr. Snyder about the  
15 injury or claimed injury?

16 A. No.

17 Q. Is there anything else that you -- any  
18 other information that you have about why Mr. Andreu  
19 may have been terminated?

20 A. No.

21 Q. Did you have any discussions with any of  
22 your drivers or any drivers out of the Aurora Center  
23 about Mr. Andreu's termination and the facts  
24 surrounding it?

Page 43

1 A. No.

2 Q. How often have you as on-road supervisor --  
3 in your career as on-road supervisor ever gone out  
4 and actually counted packages on a truck before?

5 A. A couple times.

6 Q. In your whole career a couple times?

7 A. (Nodding head.)

8 Q. When was the most recent -- I'm sorry,  
9 Was that a yes?

10 A. Yes.

11 Q. When was the most recent?

12 A. Last Christmas.

13 Q. And what caused you to count -- go out to a  
14 route and count packages?

15 A. To see how many stops a driver had left.

16 Q. Why did you want to see how many stops this  
17 driver -- particularly this driver had left?

18 A. To make a decision if he needed help or  
19 not.

20 Q. Did you ever go -- You said a couple times.  
21 I mean, have you ever gone to count packages because  
22 you didn't believe a driver that had represented a  
23 certain number of packages?

24 A. No.

Page 44

1 Q. What about Mr. Randy Dunn? He was the  
2 division manager, correct, of Addison?

3 A. Yes.

4 Q. Okay. Have you ever had any conversations  
5 with him about Mr. Andreu?

6 A. No.

7 Q. Ever heard him saying anything about  
8 Mr. Andreu, his termination, his accident/injury?  
9 Anything?

10 A. No.

11 Q. Have you ever heard that Mr. Dunn has  
12 called -- or has called various employees/drivers and  
13 other employees into his office who had been hurt on  
14 the job or claimed to have been hurt on the job to  
15 talk to them about their injury -- or their claimed  
16 injury?

17 A. Yes.

18 Q. Had you ever heard from anybody, any  
19 drivers -- I'm not talking about direct knowledge.

20 Any knowledge at all that Mr. Dunn had in  
21 any respect intimidated any drivers or told any  
22 drivers that this could cost them their job, the  
23 injury?

24 A. No.

Page 45

1 Q. Have you heard any complaints from any  
2 drivers about Mr. Dunn?

3 A. No.

4 Q. What about Mr. Ziltz? Have you heard about  
5 any complaints against Mr. Ziltz by drivers?

6 A. He's known to blow a gasket here and there.

7 Q. And where is that information from?

8 A. Just in general.

9 Q. Has he ever blown a gasket with you?

10 A. No.

11 Q. Who do you believe he's blown gaskets with?

12 A. He just gets mad. I don't know who.

13 Q. Have any drivers or other employees ever  
14 come to you and said, "Mr. Ziltz has blown a gasket,"  
15 or, "Mr. Ziltz is mad at me"?

16 A. No.

17 Q. Well, where do you get your information  
18 from?

19 A. I've just seen him get mad.

20 Q. You've seen him. How often?

21 A. I don't know.

22 Q. Would you characterize him as mad when he  
23 was having this conversation with you about  
24 Mr. Andreu that we talked about?

12 (Pages 42 to 45)

Page 70

1 MR. WATSON: I have a few questions. We're  
2 going to take a couple minutes break. We'll be back  
3 in.

4 (WHEREUPON, a recess was had.)

5 EXAMINATION

6 BY MR. WATSON:

7 Q. Ms. Del Dotto, you were asked some  
8 questions about Exhibits 1 and 2.

9 When an injury is called in to Liberty  
10 Mutual, would Exhibit 1 or 2 be filled out at the  
11 same time the injury is called in?

12 A. No.

13 MR. COFFEY: Objection. Form of the question,  
14 lack of foundation.

15 BY MR. WATSON:

16 Q. You can answer my question.

17 A. No.

18 Q. And you know -- You've called injuries in  
19 before to Liberty Mutual, correct?

20 A. Yes.

21 Q. And you've filled out documents like  
22 Exhibit 1 and 2 before, correct?

23 A. Yes.

24 Q. So when you call -- When an injury is

Page 71

1 called in, this form, either Exhibit 1 or Exhibit 2,  
2 is not filled out at that time?

3 A. Correct.

4 Q. Why not?

5 A. It doesn't populate in the system till the  
6 next day.

7 Q. So it's not available?

8 A. Correct.

9 Q. So when an injury is called in -- Strike  
10 that.

11 This form, you say it's available on line?

12 A. Yes.

13 Q. On the computer?

14 A. Yes.

15 Q. You don't fill it out in hard copy form?

16 A. No.

17 Q. So when a person goes in to actually fill  
18 out a form for an injury, the form is already there  
19 and it's already identified to a particular  
20 individual, a particular incident?

21 A. Yes.

22 Q. How long from the time it's called in  
23 until -- I think you used the term "populated." How  
24 long until that happens?

Page 72

1 A. It's roughly overnight. 24 hours.

2 Q. Well, is it overnight, or is it 24 hours?

3 A. Overnight.

4 Q. So if you call in an injury, say, at  
5 9:00 p.m. at night, from your understanding, the next  
6 morning the form would be available to be filled out?

7 A. Yes.

8 Q. How quickly does an injury have to be  
9 called in? For UPS employees injured on the job, how  
10 quickly does that have to be called in?

11 A. That day. The same day.

12 Q. The same day?

13 A. Yes.

14 Q. Is that within 24 hours?

15 A. Yes, it can be.

16 Q. And within -- Strike that.

17 You were asked some questions about some  
18 conversations with Dave Ziltz. Do you recall those  
19 questions?

20 A. No. Can you repeat them?

21 Q. Well, you remember Mr. Coffey asking you  
22 some questions?

23 A. Yes.

24 Q. He asked you some questions about some

Page 73

1 conversations --

2 A. Conversations, yes.

3 Q. Let me get my question out.

4 A. I'm sorry.

5 Q. Then you can answer. Okay?

6 A. Okay.

7 Q. Let me go again.

8 Mr. Coffey asked you some questions about  
9 some conversations with Dave Ziltz, correct?

10 A. Yes.

11 Q. He asked you about conversations you had  
12 with Mr. Ziltz regarding Mr. Andreu's injury.

13 Do you recall that?

14 A. Yes.

15 Q. I think he may have asked this, but I don't  
16 recall.

17 Do you remember how many conversations you  
18 had with Mr. Ziltz specifically about Mr. Andreu's  
19 January 24 injury?

20 A. Just one.

21 Q. Do you remember about when that  
22 conversation happened?

23 A. A couple days after he got injured.

24 Q. So close to January 24?

19 (Pages 70 to 73)



Page 74

1 A. Yes.  
2 Q. And I believe you indicated when answering  
3 Mr. Coffey's questions that Mr. Ziltz indicated he  
4 had some doubt about that injury, correct?  
5 A. Correct.  
6 Q. I believe you also talked about a  
7 conversation with Mr. Ziltz with regard to this  
8 integrity issue.  
9 Do you recall that?  
10 A. Yes.  
11 Q. Do you remember when that conversation  
12 happened?  
13 A. Sometime in February. The second or third  
14 week. I'm not exactly sure of the date.  
15 Q. February 2005?  
16 A. Correct.  
17 Q. Was that one conversation? Two  
18 conversations? Three conversations?  
19 A. One.  
20 Q. And that's when he told you what happened  
21 with regard to this integrity issue, correct?  
22 A. Correct.  
23 Q. Did Mr. Ziltz say anything in that  
24 conversation, the one in February of 2005, about

Page 75

1 Mr. Andreu's injury?  
2 A. No.  
3 Q. As I recall, you indicated that you learned  
4 that Mr. Andreu was terminated from Kerry Snyder,  
5 correct?  
6 A. Yes.  
7 Q. And that was part of a meeting?  
8 A. Yes.  
9 Q. Was that -- Is there a regular meeting with  
10 the supervisors and the center manager?  
11 A. Yes.  
12 Q. And when does that occur?  
13 A. Usually between 7:00 and 7:30 in the  
14 morning, a.m.  
15 Q. Does that happen daily?  
16 A. Yes.  
17 Q. In those meetings, would Mr. Snyder  
18 typically talk about things that would happen in the  
19 center, including any disciplinary action that he  
20 might have felt the supervisors needed to know about?  
21 A. Yes.  
22 Q. So you didn't just learn about Mr. Andreu?  
23 You would have learned in different meetings about  
24 what was happening with other employees, correct?

Page 76

1 A. Correct.  
2 MR. WATSON: I don't have anything further.  
3 MR. COFFEY: A couple follow-up questions.  
4 FURTHER EXAMINATION  
5 BY MR. COFFEY:  
6 Q. Ms. Del Dotto, I clearly understood you --  
7 And correct me if I'm wrong. When we were talking  
8 about your conversation with Dave Ziltz where you  
9 indicated that Mr. Ziltz told you he's not believing  
10 the injury -- he has doubts about the injury, you  
11 clearly indicated that was in February and it was  
12 also part of a conversation -- in the same  
13 conversation at the same time where there was  
14 discussion of 60 packages being reported and this  
15 issue of integrity.  
16 Is that not the case now?  
17 A. No. I got confused. It was shortly after  
18 the injury occurred. I don't have the exact date on  
19 it.  
20 Q. So make that two separate conversations is  
21 what you're saying now as opposed to what you were  
22 saying in my direct, correct?  
23 A. Yes.  
24 Q. Okay.

Page 77

1 A. Regarding the injury, it was just the one.  
2 Q. And that was shortly after the injury?  
3 A. Yes.  
4 Q. And you had a second conversation about the  
5 60/20? Is that what you're saying?  
6 A. Yes.  
7 Q. And you took a break, and you had time to  
8 discuss -- to have a discussion with your attorney,  
9 correct?  
10 A. Yes.  
11 Q. And now you're not confused, right?  
12 A. No. I twisted it up. I got confused in  
13 the process of the question when you asked it.  
14 Q. Any other confusion? I mean, anything that  
15 you told me earlier about what was said? He's not  
16 believing the injury -- I mean, is any of that  
17 twisted up?  
18 A. No.  
19 Q. Are you sure, ma'am? Are you sure that  
20 there was two separate conversations and not just one  
21 like you told me the initial time?  
22 A. Yes, I am. I got confused on your  
23 question.  
24 Q. And you don't know when this injury

20 (Pages 74 to 77)

**Exhibit 16**

**UPS Objections and Answers to Plaintiff's First Set of Interrogatories**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOSE ANDREU,

Plaintiff,

v.

UNITED PARCEL SERVICE, INC.,

Defendant.

)  
)  
)  
) Case No. 07 C 0473  
)  
) Judge Der-Yeghiayan  
)  
)  
)

**UNITED PARCEL SERVICE'S OBJECTIONS AND ANSWERS TO  
PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT**

Defendant United Parcel Service ("UPS") submits its Objections and Answers to Plaintiff Jose Andreu's ("Plaintiff" or "Andreu") First Set of Interrogatories to Defendant and states as follows:

**GENERAL OBJECTIONS**

1. UPS objects to Plaintiff's First Set of Interrogatories to the extent they seek information subject to the attorney-client and/or work product privileges.
2. UPS objects to Plaintiff's First Set of Interrogatories to the extent they are in violation of Federal Rule of Civil Procedure 33(a) regarding the number of Interrogatories, including subparts, allowed.

**ANSWERS TO INTERROGATORIES**

1. Identify (as defined above at Section II, Par. D.) the individual or individuals answering these Interrogatories on behalf of Defendant, and each individual who was consulted or who rendered any assistance in connection with the preparation of the answers.

**ANSWER:** UPS objects to Interrogatory No. 1 as vague, ambiguous, overbroad and unduly burdensome. Notwithstanding these objections and without waiving same, UPS North

~~Illinois District Human Resources Managers Jimmy Millard and Marilyn Ritchie assisted~~  
~~counsel with the preparation of these responses.~~

2. Identify (as defined above at Section II, Par. D.) each and every individual who may have information or knowledge relevant to the subject matter of this lawsuit, the allegations of Plaintiffs Complaint or Defendant's Answer or Affirmative Defenses thereto, or that may lead to the discovery of such information, and for each such person, provide a detailed description of such information including, but not limited to, the source of such information.

**ANSWER:** UPS objects to Interrogatory No. 2 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, see UPS's Disclosures Pursuant to Rule 26(a)(1). In addition, ~~Kerry Snyder~~, United Parcel Service, 1800 1st Avenue, ~~Milan, IL~~ 61264, has information concerning the basis of Plaintiff's termination and ~~Cheryl East~~, United Parcel Service, 150 S. Lombard Road, Addison, IL 60101-3020, has information concerning the facts that led to Plaintiff being placed on notice of termination.

3. Identify (as defined above at Section II, Par. D.) the person who made the decision to terminate Plaintiff, the date such decision was made, identify each person who participated or was consulted in reaching the decision, state each and every reason for the decision, and identify every document supportive of or related to the decision to terminate Plaintiff.

**ANSWER:** UPS objects to Interrogatory No. 3 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, ~~Plaintiff was terminated on March 4, 2005 by Kerry Snyder after consultation with North Illinois District Labor Relations Manager Tom Haefke.~~ Plaintiff was terminated because, after being placed on notice of termination for dishonesty on or

about February 10, 2005 by Center Manager Kerry Snyder. Plaintiff failed to timely file a grievance through his Union challenging the nature of his termination. Related documents have previously been produced.

4. State the name of each employee of Defendant who worked under the supervision of any of the individuals named in response to Interrogatory No. 3, above, who while under such individual's supervision filed a claim for workers' compensation with Defendant's workers' compensation insurance company and/or with the Illinois Workers' Compensation Commission, or its predecessor the Illinois Industrial Commission, identify each such individual's supervisor or supervisors who were named in response to Interrogatory No. 3, above, and state the date each such individual filed his or her workers' compensation claim(s).

**ANSWER:** UPS objects to Interrogatory No. 4 as vague, ambiguous, overbroad, unduly burdensome, irrelevant, not reasonably limited in time and/or scope, and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, the following individuals who work in the Aurora Center filed worker's compensation claims in 2005:

Date	First Name	Last Name	Job
1/6/05	Fred	Robertson	Package Driver
1/24/05	Jose	Andreu	Package Driver
7/5/05	Daniel	Zito	Sorter- AM
9/6/05	Grzegorz	Kopanczyk	Preloader
10/6/05	Leonard	Logan	Package Driver
10/13/05	Martha	Fernandez	Preloader
10/14/05	Lequawna	Lewis	Sorter - AM
10/28/05	Frank	Ruberto	Package Driver

5. State the name of each employee of Defendant who worked under the supervision of any of the individuals named in response to Interrogatory No. 3, above, who is presently no longer employed by Defendant, state the date each such former employee's employment with Defendant ended, state the reason or reasons why each such person's employment ended, and, for any persons whose employment was terminated by Defendant,

- a. identify (as defined above at Section H, Par. D.) the person who made the decision to terminate Plaintiff,
- b. state the date such decision was made,
- c. identify each person who participated or was consulted in reaching the decision, and
- d. identify every document supportive of or related to the termination decision.

**ANSWER:** UPS objects to Interrogatory No. 5 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant, and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. UPS refers Plaintiff to its response to Interrogatory No. 3 for information concerning Plaintiff. Notwithstanding these objections and without waiving same, the following individuals are former UPS employees from the Aurora Center who left or were terminated in 2004 or 2005.

Name	Sep Date	Reason	Job
Smith, Patrick	11/3/04	Security Violation	Sorter - AM
Schroeder, Timothy	11/29/04	No Reason Given	Preloader Supv
Johnson, Derek	12/3/04	Walked Off Job	Preloader
Cuartero, Gerald	12/3/04	Oriented But Never Returned for Work	Preloader
Greco, Robert	12/3/04	Oriented But Never Returned for Work	Preloader
Criscione, Michael	12/5/04	Accepted Another Job-Advancement	Preloader
Rainey, Cory	12/13/04	Oriented But Never Returned for Work	Preloader
House, Markell	12/16/04	Moving Out of Area	Preloader
Kim, Sandy	12/27/04	No Call/No Show	Preloader
Judd, Kevin	12/27/04	Violation of Company Policy	Package Driver
Jaimez, Juan	2/8/05	Personal Reason - Other	Preloader
Bazan, Amanda	2/20/05	Accepted Another Job	Pkg Ctr Assoc
Watts, Tramel	2/25/05	Violation of Company Policy	Preloader
Hilario, Fitzgerald	2/27/05	No Call/No Show	Preloader
Klein, Robert	3/1/05	No Call/No Show	Preloader
Payne, Travis	3/2/05	Discharged - Other	Sorter - AM
Bermes, Anthony	3/20/05	Violation of Company Policy	Package Driver
Foy, David	3/21/05	Accepted Another Job	Preloader

Name	Sep Date	Reason	Job
Bell, Alphaeus	3/29/05	Excessive Absenteeism/Tardiness	Preloader
Bridges, Matthew	4/10/05	No Call/No Show	Preloader
Phillips, Beth	4/21/05	No Call/No Show	Preloader
Keefer, Terrill	4/22/05	Accepted Another Job	Preloader
Young, Edgar	5/5/05	Personal Reason - Other	Preloader
Castrejon, Guillermo	5/31/05	No Call/No Show	HVD/LVD Sorter
Hein, Terry	5/31/05	Retirement	Package Driver
Vasquez, Christian	6/8/05	No Call/No Show	Preloader
Antonsen, Michael	6/16/05	Accepted Another Job - Military	Preloader
Johnson, Joel	6/17/05	Accepted Another Job	Preloader
Bradley, Shane	6/22/05	No Call/No Show	Hub Supervisor
Caviani, Joe	6/30/05	Accepted Another Job	Preloader
Heneks, Jonathan	7/28/05	No Call/No Show	Preloader
Preissler, Carl	7/28/05	Personal Reason - Other	Package Driver
Lenczowski, Paul	7/31/05	<del>Discharged - Other</del>	Casual Pkg Dvr
Arizmendi Jr., Wilton	7/31/05	<del>Discharged - Other</del>	Preloader
Hicks, Timothy	8/1/05	Personal Reason - Other	Preloader
Chillemi, Abigail	8/8/05	Accepted Another Job	Preloader
Gluecklick, Jeffrey	8/16/05	Oriented But Never Reported for Work	Preloader
Haubner, Anthony	8/18/05	Accepted Another Job	Preloader
Tasso, Vincent	8/23/05	Oriented But Never Reported for Work	Preloader
Berke, Matthew	9/15/05	Accepted Another Job	Preloader
Patrickus, James	9/22/05	Accepted Another Job	Preloader
Hemphill, Steve	10/3/05	No Call/No Show	Preloader
Hisey, Tanya	10/4/05	Accepted Another Job	Preloader
Ratliff, Liam	10/13/05	Dissatisfied - Not Enough Hours	Preloader
Andreu, Jose	10/20/05	<del>Violation of Company Policy</del>	Package Driver
Wells Jr., Edward	10/24/05	Oriented But Never Reported for Work	Preloader

6. Identify (as defined above at Section II, Par. D.) each and every current or former employee of Defendant who worked under the supervision of any of the individuals named in response to Interrogatory No. 3, above, who while under such individual's supervision was disciplined in any manner, up to and including termination, for alleged

dishonesty, state whether each such person is a current for (sic) former employee, state the date or dates of the alleged violations, identify the person who made the disciplinary decision, describe the nature of the alleged infraction, and the level of discipline imposed by Defendant.

**ANSWER:** UPS objects to Interrogatory No. 6 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, see response to Interrogatory No. 5.

7 State the job title, beginning and end dates, and describe all positions held by the Plaintiff during his employment with Defendant, including the name of his supervisors in each such position(s).

**ANSWER:** UPS objects to Interrogatory No. 7 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, the following individuals supervised Plaintiff while he worked in the Aurora Center:

Addison Package Division Manager - Randy Dunn 1/19/04 to 6/1/07  
Aurora Package Center

**Russ Loverde** - Business Manager - 1/16/01-1/4/03

~~Melissa DelDotto~~ - Supervisor

**Waring Lester** - Business Manager - 3/11/03-1/12/04

~~Melissa DelDotto~~ - Supervisor - 1/20/00-2/7/06

Glen Thrush - Supervisor - 8/16/02-1/26/05

Steve Morency - Supervisor - 3/22/03-11/22/05

**Joe Ranieri** - Business Manager - 2/25/04-1/26/05

Melissa DelDotto - Supervisor - 1/20/00-2/7/06

Glen Thrush - Supervisor - 8/16/02-1/26/05

Steve Morency - Supervisor - 3/22/03-11/22/05

~~Kerry Snyder~~ - Business Manager - 1/26/05-10/2006

~~Melissa DelDotto~~ - Supervisor - 1/20/00-2/7/06

Steve Morency - Supervisor - 3/22/03-11/22/05

Dave Ziltz - Supervisor - 1/26/05 to present

8. Describe the job duties and all Defendant's job requirements and expectations of and upon Plaintiff in the job title he held at the time Defendant terminated his employment.

**ANSWER:** UPS objects to Interrogatory No. 8 as vague, ambiguous, overbroad and unduly burdensome. Notwithstanding these objections and without waiving same, see documents Bates-stamped UPS 0042-UPS 0111, UPS 0133-UPS 0136 produced by UPS. Answering further, as a UPS package car driver/service provider, Plaintiff's duties included the delivery and pick-up of parcels.

9. State the date(s) on which any disciplinary or warning action for job performance was ever taken against Plaintiff during the course of his employment with the Defendant, and
- the reason for and the form of disciplinary or warning action,
  - identify each person who in any way participated in the decision to issue the disciplinary action, and
  - identify each and every document upon which Defendant bases its answer to this Interrogatory.

**ANSWER:** UPS objects to Interrogatory No. 9 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, Plaintiff was disciplined on February 10, 2005 and March 4, 2005. See responses to Interrogatory Nos. 3 and 13.

10. If Defendant or anyone acting on Defendants behalf has obtained statement(s) in any form from any person, including the Plaintiff, regarding any of the allegations made in the Complaint or Defendant's Answer or Affirmative Defenses thereto, identify each person from whom such statements were taken, whether such statements were written or recorded, and, the substance of each statement.

**ANSWER:** UPS objects to Interrogatory No. 10 as vague, ambiguous, overbroad and unduly burdensome. Notwithstanding these objections and without waiving same, see documents Bates-stamped UPS 0001-UPS 0002 produced by UPS.

11. State the case name and/or number, the location of the court or administrative body, and the outcome, disposition or current status, as appropriate, of all litigation, whether administrative or judicial, from January 1, 2000 to date, which accused Defendant of retaliatory discharge or any other form of retaliation in violation of the Illinois public policy or law, or any federal law.

**ANSWER:** UPS objects to Interrogatory No. 11 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence.

12. Identify each and every fringe benefit including, but not limited to, health, life and disability insurance, pension plan, profit sharing, bonus plan, savings plan and stock option plan which Plaintiff was receiving at the time of his termination.

**ANSWER:** UPS objects to Interrogatory No. 12 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, see documents Bates-stamped UPS 0042-UPS 0244, UPS 0444-UPS 0544.

13. State each and every fact supportive of Defendant's contention in its Answer to Par. 23 of the Complaint that "Plaintiff did not timely submit a grievance pursuant to the applicable collective bargaining agreement challenging his termination (sic), and identify every document supportive of or related to such contention.

**ANSWER:** UPS objects to Interrogatory No. 13 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, Plaintiff was put on notice of termination on or about February 9, 2005. The relevant collective bargaining agreement requires that grievances to protest disciplinary actions must be filed within fifteen days. Plaintiff did not timely grieve



being put on notice of termination and was subsequently taken out of service on March 4, 2005.

See documents produced by UPS.

14. In Cheryl Bast's memo to Dave Ziltz dated February 9, 2005, regarding Plaintiff (bates stamped UPS 0001), Ms. Bast refers to "a pick up at Bernina." Please state the full business or individual name and address for "Bernina."

**ANSWER:** UPS objects to Interrogatory No. 14 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, ~~Bernina of America, Inc., 3702 Prairie Lake Court, Aurora, IL 60004~~.

15. In Cheryl Bast's memo to Dave Ziltz dated February 9, 2005, regarding Plaintiff (bates stamped UPS 0001), Ms. Bast refers to two separate calls, one allegedly at 16:00 from Plaintiff, and the other at allegedly 16:42 from Dave Ziltz. Identify the nature of the communications system through which she received such calls, the make, model, and the name of its manufacturer, identify all persons responsible for the maintenance of such system from February 2005 to date, and state whether the same system is utilized at present by Defendant in its Addison, Illinois facility.

**ANSWER:** UPS objects to Interrogatory No. 15 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, Ms. Bast was referring to telephone calls and UPS continues to utilize a telephone system as its Addison facility. ~~The phone system in the Addison hub is a Siemens 9751-80 with 9006-2-036 software. CMS is the maintenance vendor. UPS performs some minor maintenance on the system. The local service provider is AT&T.~~

16. In connection with the two calls referenced by Ms. Bast in her February 9, 2005 memo, state whether either call was taped or recorded by any means, or whether the call received times of either call was recorded or saved by any means in any medium. If so, describe the recordation means and/or medium, identify any and all systems involved in the

recording, and state the whereabouts presently of any such recording, or, in the alternative, if the content and/or times of the calls referenced by Ms. Bast were recorded but are no longer in existence or accessible, please state and every reason why, the date such recording ceased to be accessible, and identify the person or persons responsible for the expiration of such recording.

**ANSWER:** UPS objects to Interrogatory No. 16 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, ~~neither call was taped or recorded.~~ See also UPS 0546-UPS 0553.

DATED: June 19, 2007

UNITED PARCEL SERVICE, INC.

By:   
One of Its Attorneys

John A. Klages (ARDC #06196781)  
D. Scott Watson (ARDC # 06230488)  
Ellen M. Girard (ARDC #06276507)  
Quarles & Brady LLP  
500 West Madison, Suite 3700  
Chicago, IL 60661  
312/715-5000  
312/715-5155 (fax)

**VERIFICATION**

I, Marilyn Ritchie, Employee Relations Manager for United Parcel Service, being duly sworn, do hereby on oath depose and say that the answers set forth in the foregoing United Parcel Service's Objections and Answers to Plaintiff's First Set of Interrogatories to Defendant are true and correct to the best of my knowledge and belief.

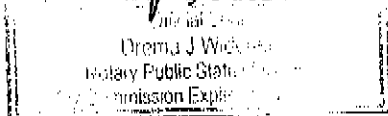
Marilyn Ritchie

Marilyn Ritchie

SUBSCRIBED AND SWORN  
to before me this 19<sup>th</sup> day  
of June, 2007.

Drema J. Wideman

Notary Public




**CERTIFICATE OF SERVICE**

The undersigned attorney certifies that a true and accurate copy of the foregoing United Parcel Service's Objections and Answers to Plaintiff's First Set of Interrogatories to Defendant was served upon:

Timothy J. Coffey  
The Coffey Law Office, P.C.  
1403 East Forest Avenue  
Wheaton, Illinois 60187  
Email: [tcofflaw@sbcglobal.net](mailto:tcofflaw@sbcglobal.net)

by depositing same in the U.S. mail at 500 W. Madison Street, Chicago, Illinois 60661, at or about 5:00 p.m., this 19th day of June, 2007.

  
\_\_\_\_\_

**Exhibit 17**

**UPS Supplemental Interrogatory Answers**



500 West Madison Street  
Suite 3700  
Chicago, Illinois 60661-2511  
312.715.5000  
Fax 312.715.5155  
www.quarles.com

Attorneys at Law in  
Milwaukee and Madison, Wisconsin  
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Chicago, Illinois

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Writer's Direct Dial: 312.715.5149  
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July 19, 2007

**Via E-Mail and UPS Next Day Air**

Timothy Coffey  
The Coffey Law Office, P.C.  
1403 E. Forest Avenue  
Wheaton, IL 60187

Re: Jose Andreu v. United Parcel Service  
Case No. 07 C 473

Dear Tim:

This letter is in response to your letter of July 28, 2007, requesting that UPS supplement its responses to Mr. Andreu's First Set of Interrogatories and First and Second Set of Document Requests.

UPS adopts all objections including the general objections set forth in its original responses to Plaintiff's First Set of Interrogatories, First Request to Produce Documents and Other Tangible Things, and Second Request to Produce Documents and Other Tangible Things as if fully set forth herein.

**First Set of Interrogatories**

Interrogatory No. 4 - UPS objects to interrogatory No. 4 as vague, ambiguous, overbroad, unduly burdensome, irrelevant, not reasonably limited in time and/or scope, and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waving same, the following additional individuals filed worker's compensation claims while under the supervision of Kerry Snyder:

<u>Date</u>	<u>First Name</u>	<u>Last Name</u>	<u>Job</u>
2/3/94	David	Hassler	Package Driver
5/9/94	George	Wood	Package Driver
8/3/04	Brian	Stull	Package Driver
11/1/94	Richard	Sobotta	Package Driver
12/5/94	Timothy	Bulak	Driver Transfer
12/19/94	Jerome	Waldron	Package Driver
1/19/95	Kenneth	Quick	Package Driver
7/28/95	Jim	Bezely	Package Driver
3/7/96	Allen	Jaross	Package Driver
7/12/96	George	Wood	Package Driver
8/2/96	George	Wood	Package Driver
9/7/96	Theresa	Urnakis	Package Driver
10/31/96	Allen	Jaross	Package Driver
12/20/96	Ronald	Marroquin	Package Driver
12/23/96	Jerome	Waldron	Package Driver
1/14/97	Randall	Turinetti	Package Driver
2/21/97	Bruce	Von Holten	Package Driver
4/32/97	Gerald	Ellerbrock	Package Driver
4/25/97	Joseph	Lance	Package Driver
5/14/97	Michael	Harlow	Package Driver
9/12/97	Noel	Zeman	Package Driver
10/28/97	Theresa	Urnakis	Package Driver

<u>Date</u>	<u>First Name</u>	<u>Last Name</u>	<u>Job</u>
2/13/98	Michael	Harlow	Package Driver
5/5/98	Theresa	Urnikis	Package Driver
8/7/98	Noel	Zeman	Package Driver
10/13/98	Joseph	Lance	Feeder Driver
10/13/98	Kenneth	Quick	Package Driver
12/14/98	David	Weiden	Package Driver
11/29/99	Randall	Turinetti	Package Driver
1/13/00	Scott	Carruthers	Package Driver
3/15/00	Kenneth	Quick	Package Driver
10/13/00	Anthony	Torres	Package Driver
5/2/01	Ina	Maze	
5/9/01	Raul	Requena, Jr.	
5/9/01	Michael	Molloy	Package Driver
5/31/01	Michael	Molloy	Package Driver
7/16/01	Nancy	Kautz	Package Driver
7/17/01	Leo	Jordan	Package Driver
7/26/01	Michele	Smith	Package Driver
8/6/01	Thomas	Gill	Package Driver
9/17/01	Charles	Grimm	Package Driver
9/18/01	Michael	Rock	Package Driver
11/26/01	Henry	Jones	Package Driver
12/4/01	Joanne	Salazar	Package Driver



<u>Date</u>	<u>First Name</u>	<u>Last Name</u>	<u>Job</u>
12/20/01	Brian	Ball	Package Driver
12/26/01	Jeffrey	Brauer	Package Driver
1/17/02	Ronald	Offerman	Package Driver
3/4/02	Kerry	Hartman	Package Driver
3/12/02	Leo	Jordan	Package Driver
4/5/02	Andre	McElrath	Package Driver
6/15/04	Damon	Pratt	Package Driver
11/10/04	Marty	Urban	Feeder Driver
8/16/04	Shirley	Withrow	
10/29/04	Joseph	Wazny	Package Driver
1/13/05	Michael	Hutmacher	Package Driver
1/20/05	Kenneth	Lapp	Package Driver
5/13/05	Terry	Thompson	Package Driver
5/17/05	Robert	Lake	Package Driver
8/5/05	Josh	Naleway	
1/19/06	Salomon	Adam	Package Driver
1/31/06	Anna	Brickley	Package Driver
3/20/06	Gary	Coveny	Package Driver
8/24/06	John	Lickteig	Package Driver
4/24/07	Craig	Luebbe	Package Driver

Interrogatory 5 - UPS objects to Interrogatory No. 5 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant, and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, the following additional individuals left or were terminated by UPS while under Kerry Snyder's supervision:

<u>Sep. Date</u>	<u>Name</u>	<u>Reason</u>	<u>Job</u>
8/14/98	Xavier Jimenez	To attend school	Air Driver
10/2/98	Janet Sadewater	Accepted another job	
8/10/99	Melvin Singel	Mutual agreement	Package Driver
10/31/99	Donald Nelson	Retirement	Package Driver
2/13/00	Jonathan Burgett	To attend school	Air Handler
1/4/01	Troy Lawson	Refused to perform job	Package Driver
1/18/01	Kam Nelson	Accepted another job	
7/20/01	Matthew Borden	Accepted another job	
9/16/01	Michael Bellone	Retirement	Package Driver
9/30/01	David Finkbeiner	Retirement	Package Driver
11/25/01	Phil Luna	Moving out of area	
12/2/01	Thomas Ludgatis	Violation of company policy	Package Driver
1/13/02	Arnis Pocs	Accepted another job	Package Driver
2/3/02	Kelley Hudson	Violation of company policy	Package Driver
7/28/04	Thomas Bright	Retirement	Package Driver
8/13/04	Dominik Sit	Personal reasons	Package Driver

8/22/04	Christopher Wayman	Mutual agreement	Package Driver
8/25/04	Joel Reeves	Mutual agreement	Package Driver
9/26/04	Shawn Haager	Personal reasons	Package Driver
3/20/05	Anthony Bermes	Violation of company policy/ Failure to report accident	Package Driver
5/32/05	Terry Hein	Retirement	Package Driver
7/28/05	Carl Preissler	Personal reasons	Package Driver
7/31/05	Paul Lenczowski	Discharged	Casual Pkg Driver
11/16/05	Michael Balliu	Medical leave (not job related)	Package Driver
11/29/05	Dennis Richardson	Accepted job/ Failed to report	Package Driver
2/28/06	Wm.Schuppenhauer	Retirement	Package Driver
3/6/06	Joseph Harbacek	Transportation problem	
6/5/06	Peter Gaul	Resigned	Package Driver
8/20/06	Darren Spacal	Dissatisfied with job	Package Driver
9/7/06	Charles Barnes	Voluntary quit	Package Driver
9/7/06	Brent Edwards	Dissatisfied with job	Package Driver

Interrogatory 6 - UPS objects to Interrogatory No. 6 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, Randy Parker, Brian Maxfield, Al Petkov, Anthony Bermes and Courtney Stevens all received

disciplinary action for dishonesty or dishonesty-related matters while under Snyder's supervision.

Interrogatory No. 7 - UPS objects to Interrogatory No. 7 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant, is information that is or should be within the Plaintiff's knowledge, and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence.

Notwithstanding these objections and without waving same, Andreu's positions with UPS were as follows:

9/18/96 - 5/21/99 - part-time sorter

5/21/99 - 6/23/03 - air driver

6/23/03 - 3/4/05 - package car driver (Andreu worked as a summer help package car driver in the summer of 2003, returned to working as an air driver in the fall of 2003 and became a package car driver in January, 2004).

The following management personnel were assigned to the Aurora Center for the time periods indicated:

Russ Loverde - Aurora Center Business Manager - 1/16/01 - 1/4/03

Waring Lester - Aurora Center Business Manager - 3/11/03 - 1/12/04

Joe Ranieri - Aurora Center Business Manager - 2/25/04 - 1/26/05

Kerry Snyder - Aurora Center Business Manager - 1/05 - 10/2006

Melissa DelDotto - Aurora Center Supervisor - 1/20/00 - 2/7/06

Glen Thrush - Aurora Center Supervisor - 8/16/02 - 1/26/05

Steve Morency - Aurora Center Supervisor - 3/22/03 - 11/22/05

Dave Ziltz - Aurora Center Supervisor - 1/05 - present

Search continues for information prior to 2001.

Interrogatory No. 11 - UPS objects to Interrogatory No. 11 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, with the possible exception of Mr. Andreu's current claim, neither Kerry Snyder, Dave Ziltz nor Tom Haefke have been accused in any forum of retaliating against a UPS employee for filing a worker's compensation claim.

**First Request to Produce Documents**

Request No. 18 - UPS objects to Request No. 18 as vague, overbroad, unduly burdensome, irrelevant, premature, not reasonably limited in time and/or scope, and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. UPS believes such a request is premature but states it will comply with this request in the event there is a finding of liability.

**Second Request to Produce Documents**

Request Nos. 1-4 - UPS objects to Requests Nos. 1 - 4 as vague, overbroad, unduly burdensome, irrelevant, not reasonably limited in time and/or scope, and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waving same, see documents Bates-labeled UPS 0942 - UPS 1169.

Please contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, reading "D. Scott Watson". The signature is written in a cursive style with a large, looped "D" and a stylized "Watson".

D. Scott Watson

Enclosures

cc: Jimmy Millard (w/encl)

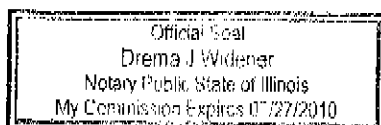
VERIFICATION

I, Marilyn Ritchie, Employee Relations Manager for United Parcel Service, being duly sworn, do hereby on oath depose and say that the answers set forth in the foregoing United Parcel Service's July 19, 2007 Supplemental Responses to Plaintiff's First Set of Interrogatories are true and correct to the best of my knowledge and belief.



Marilyn Ritchie

SUBSCRIBED AND SWORN  
to before me this *31<sup>st</sup>* day  
of July, 2007.

  
Notary Public

**Exhibit 18**

**Randall Dunn Deposition Excerpts**

**Deposition Exhibit 7, Stevens' Grievance**



IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

JOSE ANDREU,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 07 C 0473
	)	
UNITED PARCEL SERVICE,	)	
	)	
Defendant.	)	

The deposition of RANDALL DUNN, taken in the above-entitled cause before Laura Bernar, a notary public within and for the County of Cook and State of Illinois, taken pursuant to the Federal Rules of Civil Procedure for the United States District Courts, at 29 South LaSalle Street, Chicago, Illinois, on the 25th day of July, A.D., 2007, scheduled to commence at 10:00 o'clock a.m.

## 1 APPEARANCES:

2 THE COFFEY LAW OFFICE  
 3 BY: MR. TIMOTHY COFFEY  
 4 1403 East Forest Avenue  
 5 Wheaton, Illinois 60187  
 6 (630)462-3901

7 Appeared on behalf of the Plaintiff;

8 QUARLES & BRADY  
 9 500 West Madison Street  
 10 Suite 3700  
 11 Chicago, Illinois 60661  
 12 (312)715-5000

13 BY: MR. SCOTT WATSON

14 Appeared on behalf of the Defendant;

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4	By Mr. Coffey	
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Page 3

1 (Witness sworn.)

2 RANDALL DUNN,

3 called as a witness herein, having been first duly  
 4 sworn, was examined and testified as follows:

5 Examination

6 By Mr. Coffey

7 Q. Mr. Dunn, could you state and spell  
 8 your full name for the record, please.

9 A. Randy Dunn, R-A-N-D-Y, D-U-N-N.

10 Q. I've seen William Dunn here and there.

11 A. William Randall.

12 Q. William Randall?

13 A. Right.

14 Q. Spell Randall, please.

15 A. R-A-N-D-A-L-L.

16 Q. And, Mr. Dunn, my name is Tim Coffey,  
 17 and I'm an attorney for Mr. Jose Andreu in a lawsuit  
 18 that he has brought against your current employer  
 19 United Parcel Service. Are you aware of that?

20 A. Yes.

21 Q. Are you aware that he filed a lawsuit?

22 A. Yes.

23 Q. And you're aware that that's the  
 24 reason you're here today to give a deposition?

Page 4

1 A. Yes.

2 Q. Okay. If you don't understand any of  
 3 my questions, please let me know and I will restate  
 4 them.

5 A. I understand.

6 Q. If you do not do that, the record will  
 7 simply reflect my question followed directly by your  
 8 answer with no hesitation or indication that you had  
 9 a concern or question about the question, okay?

10 A. Okay.

11 Q. If you need to take a break at any  
 12 point in time, you let me know and we'll take a  
 13 break. Do you understand?

14 A. Yes.

15 Q. The only caveat to that is there is  
 16 going to be no breaks while a question is pending,  
 17 all right?

18 A. (Nodding head.)

19 Q. Do you understand?

20 A. Yes.

21 Q. Okay. And Laura here is going to be  
 22 kind enough to take down all my questions and all  
 23 your answers, so please do your best to keep your  
 24 answers verbal. In other words, an audible yes or

Page 5

2 (Pages 2 to 5)

1 engineering function, or they bring us hard copies,  
2 but mostly everything is web based.  
3 Q. So you get an e-mail on a daily basis  
4 with reports or --  
5 A. Some, and some I go to a central web  
6 site, a repository of information, and I'll pull up  
7 things myself.  
8 Q. I'm assuming this was one of your  
9 duties as the Addison division manager to keep tabs  
10 of these reports on a daily basis?  
11 A. Yes.  
12 Q. And all these numbers?  
13 A. Yes.  
14 Q. Was one of the numbers workers comp  
15 cost?  
16 A. Yes. That was not a daily element  
17 that we tracked, but weekly we would get worker's  
18 comp related reports.  
19 Q. Describe those reports for me.  
20 A. Excel spreadsheet, list of names,  
21 medical-related costs, length of time the employee  
22 would have been on worker's comp, general  
23 information about the employee in the case.  
24 Q. And how would you receive those

Page 26

1 reports?  
2 A. E-mail.  
3 Q. And you say every week?  
4 A. Yes.  
5 Q. And would these reports have a  
6 comprehensive listing of all employees receiving  
7 worker's comp benefits at the time?  
8 A. Yes.  
9 Q. Would it just be the new cases that  
10 were filed or claims filed?  
11 A. Anyone on a worker's comp claim would  
12 be on that listing.  
13 Q. And I'm assuming there would be the  
14 date of the initial report of injury?  
15 A. Yes.  
16 Q. And all the costs that you've  
17 mentioned?  
18 A. Yes, or the monthly charges; not the  
19 total cost, but the monthly charges.  
20 Q. So on a week-to-week basis, you're  
21 aware of the employees under your managerial  
22 authority that are -- have filed claims for  
23 benefits?  
24 A. Yes.

Page 27

1 Q. And you know their names by report,  
2 correct?  
3 A. By the report. I could reference the  
4 report and see the names. It's sometimes quite  
5 lengthy. It's there for reference and review.  
6 Q. Was this ever one of the numbers, the  
7 worker's comp cost and workers comp reports that you  
8 and Mr. Shain would discuss when you were Addison  
9 division manager?  
10 A. No.  
11 Q. Never discussed them?  
12 A. I can't say never, sir, but I can say  
13 that it was not an element that he reviewed. I  
14 reviewed it with the HR manager and sometimes the  
15 finance manager at the time.  
16 Q. Did you ever review these numbers  
17 reports with your center managers?  
18 A. Yes.  
19 Q. Mr. Snyder was one of them?  
20 A. I would.  
21 Q. And how often would you sit with  
22 Mr. Snyder or -- Strike the sit. Doesn't happen  
23 much anymore.  
24 How often would you and Mr. Snyder

Page 28

1 review worker's comp costs and numbers in connection  
2 with his center which was the Aurora center?  
3 A. At least monthly.  
4 Q. Did you and Mr. Snyder have a standard  
5 meeting schedule?  
6 A. No.  
7 Q. How did that work then?  
8 A. The report would come out, and when we  
9 would meet, sometimes as a group we would review  
10 those numbers. If one particular operating center  
11 was higher than others, I would review the numbers,  
12 the listing with that individual manager.  
13 Q. Well, what is it that you could -- So  
14 Kerry Snyder, did -- When you were his boss, this  
15 was one of the numbers that he was responsible for  
16 within his center, correct?  
17 A. Yes.  
18 Q. Worker's comp cost?  
19 A. Directly responsible, yes.  
20 Q. And that was one of the factors in  
21 terms of his getting the pay raise and him getting a  
22 performance rating? That was one of -- not many,  
23 but that was one of the factors that would affect  
24 his performance and/or pay raise depending on the

Page 29

8 (Pages 26 to 29)

1 20 stops left and he could have made the pick-ups,  
2 and Mr. Snyder took action based on that.

3 Q. Did Mr. Snyder give you these numbers  
4 at the time he was telling you that he's putting  
5 Jose, Mr. Andreu, on notice of termination?

6 A. I don't remember specifically, but I'm  
7 sure that he probably did tell me the detail. If  
8 not I would have asked, well, what were the details  
9 behind his claim versus what we found.

10 Q. You say you would have. Did you?

11 A. I don't recall.

12 Q. So you don't know?

13 A. It's two and a half years ago. I  
14 don't remember.

15 Q. So you don't --

16 A. I don't.

17 Q. Where are you getting the 60, 20,  
18 these numbers, if you don't recall the conversation?

19 A. When I found out I was going to be  
20 deposed, I asked our labor manager about the  
21 termination, because honestly I didn't even remember  
22 the termination. And I also talked to Kerry Snyder.

23 Q. So this was all within the last couple  
24 weeks?

Page 54

1 A. Yes.

2 Q. And what were your conversations with  
3 Mr. Snyder in the last couple weeks about  
4 Mr. Andreu?

5 A. The situation or circumstances  
6 surrounding his termination.

7 Q. Where were these conversations?

8 A. Over the phone.

9 Q. How many?

10 A. Two.

11 Q. Both over the phone?

12 A. Yes.

13 Q. Anybody else present on the phone?

14 A. No.

15 Q. When was the first conversation?

16 A. I don't remember. Soon after I found  
17 out I was being deposed, whatever date that was. I  
18 don't really know. It's been within the past two  
19 weeks.

20 Q. Did you call him?

21 A. Yes.

22 Q. What was said and by whom in this  
23 first conversation?

24 A. He reminded me or told me about the

Page 55

1 situation with Mr. Andreu claiming he had a certain  
2 amount of work and we found there was another amount  
3 of work on the car, and he was going to be placed on  
4 notice of discharge, and he let the time period  
5 expire that he had to file a grievance to refute the  
6 notice of discharge.

7 Q. This was what Mr. Snyder is telling  
8 you?

9 A. Yes.

10 Q. Did you have any questions for him in  
11 this first conversation?

12 A. Casual conversation about it. I don't  
13 remember specifically questions I asked him or -- I  
14 asked him why did we terminate. And he told me and  
15 he reminded me of the conditions.

16 Q. Did you look at any documents in the  
17 last couple weeks --

18 A. No, none other than Mr. Watson showed  
19 me.

20 Q. Do you remember what documents he  
21 showed you?

22 A. No.

23 Q. How many documents were there?

24 A. One.

Page 56

1 Q. Was it the March 24, 2005 memo that  
2 Mr. Snyder wrote to you?

3 A. Yes.

4 Q. So you just reviewed that in the last  
5 couple weeks?

6 A. Yes.

7 Q. Before the last couple weeks, when was  
8 the last time that you saw that?

9 A. I don't recall ever seeing it.

10 Q. Okay. Even around the time it was  
11 purportedly written, March 24, 2005?

12 A. I don't recall.

13 Q. You don't know if you got it. You  
14 don't know if you don't?

15 A. I do not.

16 Q. Okay. But you saw it in the last  
17 couple of weeks?

18 A. Yes.

19 Q. As far as you know, it was the first  
20 time you saw it?

21 A. Yes.

22 Q. In your first conversation with  
23 Mr. Snyder within the last couple weeks, did you  
24 talk about his deposition at all?

Page 57

15 (Pages 54 to 57)

1 situation. But if he was needed there, then I was  
 2 willing to let him go.  
 3 Q. Why was he needed there? Why was this  
 4 transfer --  
 5 A. We had a center manager retire in that  
 6 center. We had to fill the position.  
 7 Q. Was it something, as far as you know,  
 8 Mr. Snyder wanted to do? He had just bought the  
 9 home in Batavia?  
 10 A. He, like many of us, said if that's  
 11 where you need me, I'll be there tomorrow.  
 12 Q. Do you recall that conversation?  
 13 A. Yes.  
 14 Q. Was there a promotion for him?  
 15 A. No.  
 16 Q. How would you describe the move for  
 17 him?  
 18 A. Lateral move, same responsibility.  
 19 Q. Did it arise or come about with any  
 20 issues or problems with his performance?  
 21 A. Absolutely not. He was in very good  
 22 standing. In fact, he has more responsibility in  
 23 his current assignment than he did before. He has  
 24 two centers, Rock Falls and Rock Island, versus one.

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1 Q. Let's show you what we'll mark as  
 2 Exhibit 3.  
 3 (Document marked as Dunn  
 4 Exhibit No. 3 for  
 5 identification.)  
 6 BY MR. COFFEY:  
 7 Q. Now, we touched upon this briefly, but  
 8 does this appear to be an accurate copy of the memo  
 9 you've recently looked at, the March 24, '05 memo?  
 10 A. Yes.  
 11 Q. Take a look at it.  
 12 A. I did. It's the one I saw yesterday  
 13 for the first time.  
 14 Q. Any -- Back up for a second. Any  
 15 other documents that you reviewed to prepare for the  
 16 deposition?  
 17 MR. WATSON: Objection, asked and  
 18 answered. You can answer again.  
 19 THE WITNESS: No.  
 20 BY MR. COFFEY:  
 21 Q. Okay. This was the only one that you  
 22 looked at, correct?  
 23 A. Yes.  
 24 MR. WATSON: Objection, asked and

Page 111

1 answered. You need to slow down so I can get  
 2 my objections in. Let him get his question  
 3 then pause and then answer.  
 4 BY MR. COFFEY:  
 5 Q. When you looked at it yesterday for  
 6 the first time, did anything strike you as being  
 7 inaccurate in this document?  
 8 A. No.  
 9 Q. Okay. And where it says -- the  
 10 document says the following day Jose Andreu reported  
 11 an on-the-job injury, and speaking about the  
 12 following day after February 10, '05. Does that  
 13 appear to square with the information you had  
 14 yesterday when you read it?  
 15 A. Repeat the question.  
 16 Q. If you look at the second paragraph of  
 17 Exhibit 3, it reads, the following day Jose Andreu  
 18 reported an on-the-job injury. When you read that  
 19 yesterday for the first time, did that square with  
 20 your understanding?  
 21 A. Yes, yes.  
 22 Q. Okay. And in your conversations  
 23 recently that you had with Mr. Snyder, did he tell  
 24 you that that was a misstatement by him and a

Page 112

1 mistake by him?  
 2 A. No.  
 3 Q. Did you talk about this memo at all in  
 4 your conversations with him?  
 5 A. No.  
 6 Q. Did you request that he put together  
 7 any type of documentation after Mr. Andreu --  
 8 concerning Mr. Andreu's notice of termination or  
 9 Mr. Andreu's, in fact, termination?  
 10 A. No.  
 11 Q. You had said earlier that sometimes  
 12 you do request information or documentation?  
 13 A. Prior to.  
 14 Q. Okay.  
 15 A. After the termination typically it is  
 16 handed over to the labor manager.  
 17 Q. And in Mr. Andreu's case, is it fair  
 18 to say you never requested any documentation from  
 19 Mr. Snyder, right?  
 20 A. No.  
 21 Q. That's fair to say, correct?  
 22 A. Yes.  
 23 Q. And you never received that?  
 24 A. Not that I recall.

Page 113

1 Exhibit 5? You went through the numbers. What did  
2 you say to Kerry?  
3 A. Talked about things he needed to  
4 improve, but I don't remember specifically what  
5 areas we talked about. Using this as a guide, you  
6 can see some of the numbers that were off plan and  
7 some of the critical skills, leadership factors,  
8 things that might have scored somewhat low, we would  
9 have talked about those. And I would have asked him  
10 how he feels about them, and then I would give him  
11 some input.

12 Q. Any particular recollection of  
13 anything said specifically at this time?

14 A. No.

15 Q. Did you meet with him once, more than  
16 once?

17 A. Once. About this?

18 Q. Yes.

19 A. Once.

20 Q. About his performance -- well, let's  
21 stick with it. About quality performance review?

22 A. Once.

23 Q. Anything stand out as to areas that  
24 you would have conveyed to him that he needed to

Page 142

1 improve upon or you had concerns about based on his  
2 '05 performance?

3 A. Not that I specifically remember. I'm  
4 sure we talked again about results that weren't  
5 hitting the plan, weren't making the business plan.

6 Q. Do you know -- recall any specific  
7 results?

8 A. No.

9 Q. Were there any other areas in terms of  
10 employee relations or anything else that you had  
11 concerns about after '05 with Kerry Snyder?

12 A. No.

13 Q. If you look at Page 2 of the Exhibit  
14 5, he, too, has a worker's comp cost goal and then  
15 he's measured?

16 A. Mm-hmm.

17 Q. Is that similar to how it worked with  
18 you in terms of worker's comp costs?

19 A. Yes.

20 Q. And he's measured by cost statements?

21 A. Yes.

22 Q. So that's something that you keep an  
23 eye on during the year with respect to Kerry  
24 Snyder's performance, correct?

Page 143

1 A. Yes.

2 Q. And if his -- I'm assuming this is for  
3 only employees within his center, right?

4 A. Yes.

5 Q. In other words, he's not responsible  
6 for worker's comp costs out of his center?

7 A. No.

8 Q. So when you get cost statements during  
9 the year 2005, you're able to see by center where  
10 the worker's costs -- worker's comp costs are at,  
11 correct?

12 A. For a total as stated before. Sum  
13 total. There's no individual breakdowns in terms of  
14 different types or people. It's just a line item on  
15 a cost statement.

16 Q. That's on the health and safety  
17 report, right?

18 A. Cost statement.

19 Q. Breakdown by person?

20 A. Right.

21 Q. Cost statement doesn't have per  
22 person, correct?

23 A. Right.

24 Q. The health and safety report does?

Page 144

1 A. Right.

2 Q. Okay. And, again, with respect to  
3 Kerry Snyder, the more worker's comp cost, the lower  
4 his rating would be in that particular line item,  
5 correct?

6 A. Repeat the question.

7 Q. Okay. Same with you, with respect to  
8 the worker's comp component of his annual quality  
9 performance review, the higher the worker's comp  
10 cost, the lower he would get rated in that  
11 particular category?

12 A. Yes.

13 Q. And that would roll in and affect his  
14 final score, correct?

15 A. Yes.

16 Q. And you've talked about the final  
17 score -- With respect to Kerry Snyder of 2005, was  
18 it your decision to give him a raise then when you  
19 met with him?

20 A. Yes, yes.

21 Q. Do you remember how much his raise  
22 was?

23 MR. WATSON: Wait until the question  
24 is completed.

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37 (Pages 142 to 145)

1 THE WITNESS: I thought he paused.  
2 BY MR. COFFEY:  
3 Q. Do you remember how much his raise  
4 was?  
5 A. No.  
6 Q. The 76.39 final score, how did that  
7 figure into the amount of raise?  
8 A. If I'm not mistaken, he had a very  
9 good increase that year. In fact, I would even  
10 guess possibly close to 5 percent that year, which  
11 is higher than the average.  
12 Q. And why was that?  
13 A. Effort, improvement throughout the  
14 year compared to '04, results in certain areas.  
15 Q. What areas?  
16 A. Production, worker's comp cost.  
17 Q. So you believe worker's comp costs  
18 improved from year to year, '04 to '05?  
19 A. It did.  
20 Q. Did you have something in front of you  
21 that gave you information on '04?  
22 A. The base typically is '04 or a close  
23 number to that.  
24 Q. He didn't work underneath you in '04,

Page 146

1 correct?  
2 A. No.  
3 Q. Did you talk to his prior -- look at  
4 his prior quality performance review?  
5 A. No. I didn't know him at all.  
6 Q. Until he got there January of '05,  
7 correct?  
8 A. Correct.  
9 Q. This is the time, though, that you're  
10 looking at this document which is early '06, right?  
11 A. Yes.  
12 Q. You're putting together the numbers  
13 for Exhibit 5, right?  
14 A. Yes.  
15 Q. Okay. Did you inquire as to his old  
16 manager what his performance was like for '04?  
17 A. No.  
18 Q. Did you look at his quality  
19 performance review for '04?  
20 A. No.  
21 Q. Or any other documents that set forth  
22 what his worker's comp costs were or any of these  
23 other measurements were for '04?  
24 A. No.

Page 147

1 Q. So when you say he improved, you're  
2 looking at this base number as you testified?  
3 A. Yes.  
4 Q. And assuming that that's actual '04;  
5 is that right?  
6 A. Well, the '04 base would be in the  
7 Aurora center. Take, for example, the very top one,  
8 delivery scan, how we effectively scan packages on  
9 delivery. It's one per 667. They had one error of  
10 667 packages delivered. That number is what the  
11 Aurora center was in 2004. It wasn't Kerry Snyder.  
12 Q. Looking at the worker's comp cost line  
13 where it says base, and it has 106,000 number. What  
14 does that represent?  
15 A. It should be fairly close to what the  
16 result was in '04.  
17 Q. Is that a dollar figure?  
18 A. Yes.  
19 Q. Of what?  
20 A. Of the amount of worker's comp claims  
21 paid out.  
22 Q. Medical expenses paid, TTD paid,  
23 everything paid?  
24 A. Yeah.

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1 Q. For employees in the Aurora center?  
2 A. Yes.  
3 Q. Okay. So I understand, even though  
4 Kerry Snyder wasn't there in '04, he's being  
5 measured against what had happened in '04 in that  
6 center, correct?  
7 A. Mm-hmm.  
8 Q. He had a goal then to bring it down?  
9 A. Yes.  
10 Q. And he brought it down way past the  
11 goal?  
12 A. Yes.  
13 Q. Okay. What did he do individually to  
14 secure that result?  
15 A. He put together an employee committee  
16 of around 12 people. They met monthly, had daily  
17 duties and responsibilities to help support the  
18 health and safety activities. This committee, it's  
19 called a CHSP, comprehensive health safety process,  
20 is a process throughout UPS. Kerry put in a CHSP  
21 committee that rivaled none I've ever seen before.  
22 The employees embraced the activities, the  
23 recognition, the training, and getting the employees  
24 involved peer to peer was a very big deal for that

Page 149



1 Q. Did you ever see this report with  
2 respect to Mr. Andreu?  
3 A. I just said I -- no. The answer is  
4 no.  
5 Q. Okay. Do you know if Mr. Andreu was  
6 working on February 9, 2006, the date this report  
7 was --  
8 A. I don't know.  
9 Q. Did you ever use this report in  
10 discussions with Kerry Snyder with regards to his  
11 performance?  
12 A. No.  
13 Q. I'll show you what we'll mark as  
14 Exhibit No. 7.  
15 (Document marked as Dunn  
16 Exhibit No. 7 for  
17 identification.)  
18 BY MR. COFFEY:  
19 Q. Exhibit No. 7 is a copy of a grievance  
20 form, and at least the grievant's name is printed as  
21 Courtney Stevens. Do you know Courtney Stevens?  
22 A. Yes.  
23 Q. Was he, in fact, a package driver in  
24 the Addison facility?

Page 158

1 A. Yes.  
2 Q. What center did he work out of?  
3 A. Aurora.  
4 Q. And are you aware that he filed a  
5 grievance in October '06 concerning some dishonesty  
6 allegation?  
7 A. I don't remember the specific  
8 grievance. I know that Courtney's been terminated a  
9 couple of times for dishonest acts, but this one in  
10 particular, no, I don't recall this one.  
11 Q. Well, this one, this alleged dishonest  
12 act occurred -- supposedly occurred on October '06.  
13 Now, you say you have information he committed other  
14 alleged dishonest acts. Would that have been before  
15 or after October '06?  
16 A. Both.  
17 Q. Do you know where he's working  
18 presently?  
19 A. No.  
20 Q. And what is your information about his  
21 dishonest acts committed prior to this alleged  
22 incident?  
23 A. Saying he was at a place where he  
24 wasn't at a place, sheeting packages as closed when

Page 159

1 they were open, delivering next-day air packages  
2 after our deadline of 10:30 and claiming that the  
3 consume, the customer, was not in before 10:30.  
4 Q. So these are all separate instances  
5 prior to October of '06?  
6 A. I don't know how many times, but he's  
7 had issues with these type of dishonest acts from a  
8 delivery perspective.  
9 Q. With respect to the October '06  
10 information, just so we're clear, do you have any  
11 actual information about what he might have done on  
12 that instance?  
13 A. No. I don't remember this particular  
14 situation.  
15 Q. Were you involved with any discussions  
16 with Mr. Snyder about Mr. Stevens and/or what may  
17 have happened in October of '06?  
18 A. I don't recall.  
19 Q. Were you involved in this grievance at  
20 all, any meetings, talked to Ken Emanuelson, any  
21 discussions about Courtney Stevens' October '06  
22 grievance?  
23 A. I don't recall.  
24 Q. Do you know if Mr. Stevens had ever

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1 filed a work -- a claim for workman's comp benefits?  
2 A. I think he has, but I can't say for  
3 certain.  
4 Q. You're not sure?  
5 A. No. I'm not sure.  
6 Q. Do you know if he ever claimed he was  
7 injured on the job?  
8 A. Yes.  
9 Q. You have information he claimed he was  
10 injured on the job?  
11 A. Specifically date, time, or what type  
12 of injury he had, no. But I know that -- I'm pretty  
13 sure that Courtney has been injured.  
14 Q. What information do you have?  
15 A. None other than what I just said. I  
16 don't know -- I'm almost certain he has been  
17 injured. And, again, I don't know if it resulted in  
18 lost time or if it was a back injury or arm injury  
19 or whatever it might be, but I'm almost for certain  
20 Courtney has been injured before.  
21 Q. But you don't have any other  
22 specifics?  
23 A. No.  
24 Q. Did you ever get injured on the job?

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41 (Pages 158 to 161)



## AMSTERS LOCAL UNION 705 GRIEVANCE FORM

GRIEVANCE No.

166415

PLEASE USE A **BALL POINT PEN** (NOT GEL) AND PRESS FIRMLY

FOR OFFICE USE ONLY			
YEAR	MONTH	EMPLOYER #	GRIEVANCE #
E: (Check One)		Discharge/Discipline <input type="checkbox"/>	Past Practice <input type="checkbox"/>
		Contract Issue <input type="checkbox"/>	Other <input type="checkbox"/>

GRIEVANT TO COMPLETE	
CONTRACT:	705/05
VIOLATION OF:	
PRINCIPAL ARTICLE	54
SECTION:	

**REQUIRED**

a. Grievant's Name: (Print) COURTNEY STEVENS

b. Sec. No. \_\_\_\_\_

c. Address: 4810 W. JACKSON

d. City, State, Zip CHICAGO IL

e. Home: (773) 216-3120

f. Work: (630) 628-2135

Employer and Terminal: UPS - ADDISON

Employer Contact: KERRY SNYDER

Job Title: DRIVER Date Hired: \_\_\_\_\_

Steward: FELIPE RODRIGUEZ

Union Rep: LEN EMMANUELSON

Date: 10-4-06

**INSTRUCTIONS**

1. Completed grievance forms should be forwarded to and processed by the Steward or Union Rep. (Use Additional Sheets if Necessary)
2. Statement of the grievance should be clear and understandable.

CHECK ONE

☒ STATEMENT OF GRIEVANCE☐ REBUTTAL TO A WARNING LETTER

Employer has violated Article(s) 54, Section(s) \_\_\_\_\_

All relevant past practices and any and all other applicable articles of the contract when on, 10-4-06, it

COURTNEY STEVENS WAS TERMINATED FOR (Date)

DISHONESTY.

**RESOLUTION REQUIRED**

at the contract be enforced, all affected parties be made whole, and to be put back into

SERVICE AND MADE WHOLE.

Grievance	Date	Disposition	Union Rep. Signature	Employer Rep. Signature
sp 1	10/6	PRESENTED	<i>[Signature]</i>	<i>[Signature]</i>
sp 2				
sp 3				
sp 4				
sp 5				

B.O.F.P. COURTNEY WILL RETURN TO WORK,

10-9-06 - TIME SERVED AS SUP.

For the Union:

Len Emanuelson 10, 9, 06

(Date)

Please Print

For the Employer:

[Signature] 09/9

(Date)

Please Print

#7

**Exhibit 19**

**Kenneth Emanuelson Declaration**

**Exhibit 1, Jose Andreu Grievance**

**Exhibit 2, Hiram Guyton Grievance**

**Exhibit 3, Anthony Blackman Grievance**



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## **DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

- Ken Emanuelson Declaration.Final.wpd  
January 24, 2008/tjc

4. As a Representative for Local 705 part of my job responsibility has been to represent rank and file union members who work for Defendant UPS at its Addison, Illinois facility. One such union member that I represented was Jose Andreu, Plaintiff in the above-caption matter.
5. On Wednesday, March 2, 2005, in the normal course of my duties as Local 705 representative, I met with then UPS Aurora Center Manager Kerry Snyder in his office at the UPS Addison, Illinois facility for the purpose of submitting to him three Local 705 Grievance Forms on behalf of three Local 705 members who worked under Mr. Snyder's management authority in the Aurora Center. One grievance concerned then employee Jose Andreu (a copy is attached as Exhibit 1), one concerned employee Hiram Guyton (Exhibit 2), and the final one concerned employee Anthony Blackman (Exhibit 3). The attached exhibits are true and correct copies of the three grievances.
6. All three grievances concerned discipline that was imposed on February 9 or 10, 2005. On February 10, 2005, Mr. Snyder placed Mr. Andreu on notice of termination for alleged dishonesty, and took Mr. Guyton out of service for alleges sexual harassment. On February 9, 2005, Dave Ziltz, a supervisor who reports to Mr. Snyder, terminated Mr. Blackman for allegedly driving with a suspended license. See Exhibits 1 - 3.
7. In all three cases, a Step 1 grievance meeting was held on February 9 or 10, 2005. Local 705 Union steward Pamela Treadwell met with Mr. Snyder about Mr. Andreu and Mr. Guyton on February 10, 2005. Ms. Treadwell met with Mr. Ziltz about Mr.

- Blackman on February 9, 2005. See Exhibits 1 - 3.
8. Under the collective bargaining agreement then in effect between UPS and Local 705, if a dispute is not settled at the Step 1 meeting, the next step is for Local 705 to submit a written grievance to the appropriate UPS manager should the union choose to continue to pursue the matter.
  9. One or two weeks before our March 2, 2005 meeting, I telephoned Mr. Snyder and asked to schedule a meeting with him about the grievances of Mr. Andreu, Mr. Guyton and Mr. Blackman. In that telephone conversation, Mr. Snyder agreed to meet with me about the three grievances on March 2, 2005, which was the earliest date we were both available. He did not say anything at that time about any of the grievances being "untimely."
  10. On March 2, 2005, in Mr. Snyder's office, I handed the three grievance forms to him. Mr. Snyder looked at them. He accepted the grievance forms for Mr. Guyton and Mr. Blackman, and signed off on resolutions of their grievances returning Mr. Guyton and Mr. Blackman to work. See Exhibits 2-3. He then stated that he would not accept the Jose Andreu grievance because, as he said, it was "untimely." He handed Mr. Andreu's grievance back to me. I disagreed with him, and stated that all three grievances arose on February 9 or 10, 2005, so if he believed that Mr. Andreu's grievance was untimely, he must also feel the other two which he had accepted were untimely. He responded by reiterating that Mr. Andreu's grievance was untimely, and that he would not accept it. Mr. Snyder refused to sign Mr. Andreu's grievance.

11. To date, Mr. Snyder has not given me any reason why on March 2, 2005, he accepted the grievances on behalf of Mr. Guyton and Mr. Blackman, but refused to accept Mr. Andreu's grievance.
12. Both Mr. Guyton and Mr. Blackman still presently work for UPS at its Addison, Illinois facility.
13. I have read pages 267 to 269 of Kerry Snyder's deposition transcript in this matter where he stated that I attempted to give him Mr. Andreu's grievance form after he had already terminated Mr. Andreu's employment. This is not true. As I stated above, I attempted to give Mr. Snyder Mr. Andreu's grievance on March 2, 2005. Mr. Snyder refused to accept it.

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct.

Dated: January 25, 2008

  
KENNETH J. EMANUELSON

Ken Emanuelson, Esq.  
January 24, 2008

-4-

PLEASE USE A BALL POINT PEN AND PRESS FIRMLY

FOR OFFICE USE ONLY			
Case No			
YEAR	MONTH	EMPLOYER#	GRIEVANCE#
ISSUE: (Check One)			
Discharge/Discipline <input type="checkbox"/>		Past Practice <input type="checkbox"/>	
Contract Issue <input type="checkbox"/>		Other <input type="checkbox"/>	

GRIEVANT TO COMPLETE	
CONTRACT: <u>UPS / 705</u>	
VIOLATION OF:	
PRINCIPAL ARTICLE: <u>54/17</u>	
SECTION:	

Grievant's Name: (Print) <u>Jose Andrew</u>	Employer and Terminal: <u>UPS Addison (Aurora Center)</u>
Soc. Sec. N° <u>1956</u>	Employer Contact: <u>Kerry</u>
Address: <u>7831 W. Rascher</u>	Job Title: <u>DRIVER</u> Date Hired:
City, ST., Zip <u>Chicago, IL 60656</u>	Steward: <u>Treadwell</u>
Phones: Home: (630) <u>254-5862</u>	Union Rep: <u>K. Engvallson</u>
Work: (7363) <u>2306 Cell</u>	Date: <u>2/10/05</u>

INSTRUCTIONS

1. Completed grievance forms should be forwarded to and processed by the Steward or Union Rep.
2. Statement of the grievance should be clear and understandable. (Use Additional Sheets if Necessary)

CHECK ONE

☒ STATEMENT OF GRIEVANCE

☐ REBUTTAL TO A WARNING LETTER

The Employer has violated Article(s) 54/17, Section(s) \_\_\_\_\_, it  
and all relevant past practices and any and all other applicable articles of the contract when on, 2/9/05, it  
Kerry put Jose on Notice of termination due to his not working  
as directed and being dishonest when asked about doing a pick up  
and how many stops he had left and what time he would be  
in.

RESOLUTION REQUIRED

That the contract be enforced, all affected parties be made whole, and Jose is to be put in file as a  
verbal warning and nothing in his file in writing.

Grievance	Date	Disposition	Union Rep. Signature	Employer Rep. Signature
Step 1	<u>2/10/05</u>	<u>Met with Kerry, Jose. Put on notice of termination pending investigation</u>	<u>Treadwell</u>	
Step 2				
Step 3				
Step 4				
Step 5				

RESOLUTION OF GRIEVANCE

For the Union: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) For the Employer: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

Please Print

LOCAL 705 COPY

Please Print

000001

## AMSTERS LOCAL UNION N° 705 GRIEVANCE FORM GRIEVANCE N° 114621

PLEASE USE A BALL POINT PEN AND PRESS FIRMLY

FOR OFFICE USE ONLY			
Case No			
YEAR	MONTH	EMPLOYER#	GRIEVANCE#
ISSUE: (Check One)		Discharge/Discipline <input type="checkbox"/>	Past Practice <input type="checkbox"/>
		Contract Issue <input type="checkbox"/>	Other <input type="checkbox"/>

GRIEVANT TO COMPLETE	
CONTRACT:	UPS / 705
VIOLATION OF:	
PRINCIPAL ARTICLE:	7 / 54
SECTION:	

Grievant's Name: (Print)	Hiram Guyton			Employer and Terminal:	UPS Addison (Addison Cent)
Soc. Sec. No	4134			Employer Contact:	KERRY
Address:	561 Gregory Ave Apt 2C			Job Title:	DRIVER
City, ST., Zip	Glen Dale HTS, IL 60139			Date Hired:	
Phones: Home:	630 858 0674			Steward:	Treadwell
Work: ( )				Union Rep:	K. Emmanuel
				Date:	2/10/05

## INSTRUCTIONS

1. Completed grievance forms should be forwarded to and processed by the Steward or Union Rep.
2. Statement of the grievance should be clear and understandable. (Use Additional Sheets if Necessary)

## CHECK ONE

☒ STATEMENT OF GRIEVANCE☐ REBUTTAL TO A WARNING LETTERThe Employer has violated Article(s) 7 / 54 Section(s) 2and all relevant past practices and any and all other applicable articles of the contract when on, 2-9-05, it

Kerry took Hiram out of service due to a customer concern that came in stating that he had made a sexual remark to a customer at one of his stops at Thornapple Landscare in Portage. He is out of service pending the investigation.

## RESOLUTION REQUIRED

That the contract be enforced, all affected parties be made whole, and Hiram be put back to work and nothing put in file only verbal warning.

Grievance	Date	Disposition	Union Rep. Signature	Employer Rep. Signature
Step 1	2/10/05	Met with Hiram, Kerry, Ken Emmanuel (relations)	Treadwell	
Step 2	2/11/05	Hiram off pending investigations, met with Hiram, Kerry, Ken Thru talked with us about investigations and their findings		
Step 3				
Step 4				
Step 5				

## RESOLUTION OF GRIEVANCE

Hiram was put back to work and only a verbal warning was issued.

For the Union

Treadwell  
(Signature)2/11/05  
(Date)

For the Employer:

Kerry  
(Signature)3/2/05  
(Date)



AMSTERS LOCAL UNION N<sup>o</sup> 705

GRIEVANCE FORM

GRIEVANCE N<sup>o</sup> 03483

PLEASE USE A BALL POINT PEN AND PRESS FIRMLY

FOR OFFICE USE ONLY			
Case N <sup>o</sup>			
YEAR	MONTH	EMPLOYER #	GRIEVANCE #
ISSUE (Check One) Discharge/Discipline <input type="checkbox"/> Past Practice <input type="checkbox"/>			
Contract Issue <input type="checkbox"/> Other <input type="checkbox"/>			

GRIEVANT TO COMPLETE	
CONTRACT:	UPS / 705
VIOLATION OF:	
PRINCIPLE ARTICLE:	54
SECTION:	

Grievant's Name: (Print)	Anthony Blackman	Employer:	UPS Addison (Aurora Center)
Soc. Sec. N <sup>o</sup>	3133	Date Hired:	
Address:	3713 Butterfield Rd Bellwood, IL 60174	Job Title:	DRIVER
Phones: Home: ( )		Steward:	Treadwell
Cell Work: (708) 473-8042		Union Rep:	KEN EMANUELSON
		Date:	2/9/05

## INSTRUCTIONS

1. Completed grievance forms should be forwarded to and processed by the Steward or Union Rep.
2. Statement of the grievance should be clear and understandable. (Use Additional Sheets if Necessary)

CHECK ONE



STATEMENT OF GRIEVANCE

or



REBUTTAL TO A WARNING LETTER

The Employer has violated Article(s) 54 Section(s) \_\_\_\_\_  
 and all relevant past practices and any and all other applicable articles of the contract when on 2/9/05 it

DAVE Z (Supervisor) Terminated Anthony for Driving with a  
Suspended License (For Emissions) that they found out through the  
DOT License Audit. Anthony Had No Knowledge of his License being  
suspended and Answered the question truthfully.

## RESOLUTION REQUIRED

That the contract be enforced, all affected parties be made whole, and Anthony be put back to work and  
The termination be dismissed and nothing on file.

Grievance	Date	Disposition	Union Rep. Signature	Employer Rep. Signature
Step 1	2/9/05	Dave was instructed to terminate Anthony because he had no valid license took ID	Treadwell	
Step 2				
Step 3				
Step 4				
Step 5				

B.O.F.P.

## RESOLUTION OF GRIEVANCE

Blackman will Return to work 2-21-05

For the Union: [Signature] 3/2/05 (Date)  
 For the Employer: [Signature] 3/2/05 (Date)

**Exhibit 20**

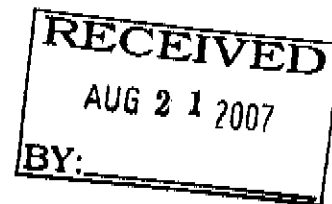
**UPS Objections and Answers to Plaintiff's Second Set of Interrogatories**



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*Chicago, Illinois*  
*Milwaukee and Madison, Wisconsin*

**D. Scott Watson**  
Direct Dial: 312-715-5149  
E-Mail Address: dsw@quarles.com



August 20, 2007

**Via UPS Next Day Air**

Timothy J. Coffey  
The Coffey Law Office, P.C.  
1403 East Forest Avenue  
Wheaton, IL 60187

Re: Jose Andreu v. United Parcel Service  
Case No. 07 C 0473

Dear Tim:

Enclosed please find UPS's Objections and Answers to Plaintiff's Second Set of Interrogatories to Defendant.

Please contact me if you have any questions.

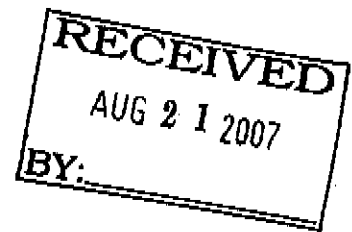
Very truly yours,

A handwritten signature in black ink, appearing to be "D. Scott Watson".

D. Scott Watson

Enclosures

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION



JOSE ANDREU,

Plaintiff,

v.

UNITED PARCEL SERVICE, INC.,

Defendant.

Case No. 07 C 0473

Judge Der-Yeghiayan

**UNITED PARCEL SERVICE'S OBJECTIONS AND ANSWERS TO  
PLAINTIFF'S SECOND SET OF INTERROGATORIES TO DEFENDANT**

Defendant United Parcel Service ("UPS") submits its Objections and Answers to Plaintiff Jose Andreu's ("Plaintiff" or "Andreu") Second Set of Interrogatories to Defendant and states as follows:

**GENERAL OBJECTIONS**

1. UPS objects to Plaintiff's Second Set of Interrogatories to the extent they seek information subject to the attorney-client and/or work product privileges.
2. UPS objects to Plaintiff's Second Set of Interrogatories to the extent they are in violation of Federal Rule of Civil Procedure 33(a) regarding the number of Interrogatories, including subparts, allowed.

**ANSWERS TO INTERROGATORIES**

1. State each and every fact supportive of Defendant's contention in its Answer to Par. 37 of the Complaint that it is "without knowledge or information sufficient to form a belief as to the truth of" whether the Plan issued its "COBRA Enrollment Notice" to Plaintiff on February 23, 2006, and/or whether the Plan sent the notice to Plaintiff's home on that day.

**ANSWER:** UPS objects to Interrogatory No. 1 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably

calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, UPS will not provide a response due to the pending settlement of this claim.

2. State each and every fact supportive of Defendant's contention in its Answer to Par. 39 of the complaint that it is "without knowledge or information sufficient to form a belief as to the truth of " whether the Plan's "COBRA Enrollment Notice" stated, inter alia, that "[a]s a result of your termination on October 21, 2005, your group health plan coverage ends on October 31, 2005.

**ANSWER:** UPS objects to Interrogatory No. 2 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, UPS will not provide a response due to the pending settlement of this claim.

3. Identify the "outside vendor" or vendors UPS alleged in its answer to Par. 35 of the Complaint that it used to administer its Health and Welfare Package in from October 2005 through February 2006.

**ANSWER:** UPS objects to Interrogatory No. 3 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, UPS will not provide a response due to the pending settlement of this claim.

4. Identify all package car drivers working under the authority of Mr. Kerri (sic) Snyder and/or Mr. Dave Ziltz who, similar to Plaintiff, were asked to make one or more additional pick-ups during the time period January 1, 2005 to March 4, 2005.

**ANSWER:** UPS objects to Interrogatory No. 4 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably

calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same, UPS does not have information that would specifically indicate which drivers working under the authority of Kerry Snyder and/or Dave Ziltz during the requested time frame were asked to make one or more additional pick-ups. Answering further, all UPS package car drivers working under the authority of Snyder and/or Ziltz were subject to being asked to make additional pick-ups, and it is UPS's reasonable belief that all or nearly all were asked.

5. Identify every former or current subordinate of Kerry Snyder and/or Dave Ziltz who was accused of committing any one or more of the offenses listed at Article 54, (a) through (l), of the collective bargaining agreement between Teamster Local 705 and Defendant produced in this matter by Defendant (bates-stamped UPS 0042 to UPS0111), or the predecessor agreement (bates-stamped UPS0706 to UPS 0800) and:
  - a. state the date of each alleged infraction;
  - b. describe each alleged infraction;
  - c. state the initial level of discipline issued to each such person;
  - d. Identify the person who made the decision to issue such initial discipline;
  - e. state whether a grievance was filed regarding each alleged infraction, and
  - f. if a grievance was filed, describe its resolution.

**ANSWER:** UPS objects to Interrogatory No. 5 as vague, ambiguous, overbroad, unduly burdensome, not reasonably limited in time and/or scope, irrelevant and not reasonably calculated to lead to the discovery of relevant and/or admissible evidence. Notwithstanding these objections and without waiving same:

Randy Parker was taken out of service by Dave Weber in 1998 for taking credit for additional stops. A grievance was filed and the termination was upheld by the joint UPS/Local 705 grievance panel.

Brian Maxfield was taken out of service by Kerry Snyder in 2000 for stealing from a customer. A grievance was filed and the termination was upheld.

Alex Petkov was taken out of service by Kerry Snyder in 2002 for falsely taking credit for delivery of over 70 pound packages. A grievance was filed and the termination was reduced to a suspension pursuant to the grievance process.

Anthony Bermes was taken out of service by Kerry Snyder in 2005 for failure to report an accident. A grievance was filed and the termination was upheld by the joint UPS/Local 705 grievance panel.

Dave Rodriguez was taken out of service by Kerry Snyder in January 2007 for an accident in his package car. A grievance was filed and the termination was reduced by agreement to a suspension with time served.

Dale Hoffert was taken out of service by Dave Weber in the early 1990's for an accident/rolling a package on its side. A grievance was filed and the termination was reduced to a suspension.

Courtney Stevens was taken out of service by Kerry Snyder on or about October 4, 2006 for dishonesty/falsifying delivery records - driver releasing next day air packages. A grievance was filed and the termination was reduced to a suspension.

Anna Brickley was taken out of service by Kerry Snyder on April 21, 2006 for dishonesty/taking credit for pick-up stops she wasn't making. A grievance was filed and the termination was reduced to a one day suspension.

Bryan Slay was put on notice of termination on or about October 27, 2005 for dishonesty/alleged falsified doctor's notes. A grievance was filed and the notice of termination was reduced to a warning.

Deanna Reynolds was taken out of service on or about July 15, 2005 for failure to report an accident. A grievance was filed and the termination was reduced to a one day suspension.

Hiram Guyton was taken out of service by Kerry Snyder for alleged harassment of a customer in February 2005. Guyton was spoken to about the allegation. UPS is unaware if a grievance was filed but no disciplinary action was taken.

DATED: August 20, 2007

UNITED PARCEL SERVICE, INC.

By:   
One of Its Attorneys

John A. Klages (ARDC #06196781)  
D. Scott Watson (ARDC # 06230488)  
Ellen M. Girard (ARDC #06276507)  
Quarles & Brady LLP  
500 West Madison, Suite 3700  
Chicago, IL 60661  
312/715-5000  
312/715-5155 (fax)



**VERIFICATION**

I, Marilyn Ritchie, Employee Relations Manager for United Parcel Service, being duly sworn, do hereby on oath depose and say that the answers set forth in the foregoing United Parcel Service's Objections and Answers to Plaintiff's Second Set of Interrogatories to Defendant are true and correct to the best of my knowledge and belief.

Marilyn Ritchie

Marilyn Ritchie

SUBSCRIBED AND SWORN  
to before me this 17th day  
of August, 2007.

Michelle Sargis  
Notary Public

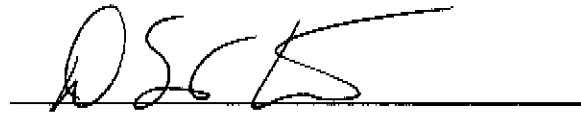


**CERTIFICATE OF SERVICE**

The undersigned attorney certifies that a true and accurate copy of the foregoing United Parcel Service's Objections and Answers to Plaintiff's Second Set of Interrogatories to Defendant was served upon:

Timothy J. Coffey  
The Coffey Law Office, P.C.  
1403 East Forest Avenue  
Wheaton, Illinois 60187  
Email: [tcofflaw@sbcglobal.net](mailto:tcofflaw@sbcglobal.net)

Via UPS Next Day Air delivery and by depositing same in the U.S. mail at 500 W. Madison Street, Chicago, Illinois 60661, at or about 5:00 p.m., this 20th day of August, 2007.

A handwritten signature in black ink, appearing to read 'TJ Coffey', is written over a horizontal line.